

PUBLIC NOTICE
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ)
ENTERGY LOUISIANA INC.
LITTLE GYPSY ELECTRIC GENERATING PLANT - OILY WASTE POND
TECHNICALLY COMPLETE SOLID WASTE PERMIT APPLICATION

The LDEQ, Office of Environmental Services, has determined that a solid waste permit application for Entergy Louisiana Inc., 17420 River Road, Laplace, LA 70068 for the Little Gypsy Electric Generating Plant-Oily Waste Pond is technically complete and acceptable for public review. **The facility is located on Highway 628 approximately 3 miles south of the intersection of Highway 628 and U.S. Highway 61, Montz, St. Charles Parish.**

Entergy Louisiana, Inc. requested a permit for its existing Type 1 solid waste industrial surface impoundment. The Oily Waste Pond functions as an element of the Oily Waste Treatment System. The pond serves to improve the quality of the wastewater that is generated by the Plant.

Written comments, written requests for a public hearing or written requests for notification of the final decision regarding this permit action may be submitted to Ms. Soumaya Ghosn at LDEQ, Public Participation Group, P.O. Box 4313, Baton Rouge, LA 70821-4313. **Written comments and/or written requests must be received by 12:30 p.m., Wednesday, June 6, 2007.** Written comments will be considered prior to a final permit decision.

If LDEQ finds a significant degree of public interest, a public hearing will be held. LDEQ will send notification of the final permit decision to the applicant and to each person who has submitted written comments or a written request for notification of the final decision.

The technically complete solid waste permit and application are available for review at the LDEQ Public Records Center, Room 127, 602 North 5th Street, Baton Rouge, LA. Viewing hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday (except holidays). The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the DEQ public website at www.deq.louisiana.gov.

Additional copies may be reviewed at St. Charles Parish Library-East Regional Branch, 100 River Oaks Drive, Destrehan, LA, St. Charles Parish Council 15045 Highway 18, Hahnville, LA and LDEQ Southeast Regional Office, New Orleans, 201 Evans Road, Building 4, Suite 420, New Orleans, LA.

Inquiries or requests for additional information regarding this permit action should be directed to Curt A. Auzenne, LDEQ, Waste Permits Division, P.O. Box 4313, Baton Rouge, LA 70821-4313, phone (225) 219-3060.

Persons wishing to be included on the LDEQ permit public notice mailing list or for other public participation related questions should contact the Public Participation Group in writing at LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, by email at maillistrequest@ldeq.org or contact the LDEQ Customer Service Center at (225) 219-LDEQ (219-5337).

Permit public notices including electronic access to general information from the technically complete solid waste permit application can be viewed at the LDEQ permits public notice webpage at www.deq.louisiana.gov/apps/pubNotice/default.asp and general information related to the public participation in permitting activities can be viewed at www.deq.louisiana.gov/portal/tabid/2198/Default.aspx.

Alternatively, individuals may elect to receive the permit public notices via email by subscribing to the LDEQ permits public notice List Server at www.doa.louisiana.gov/oes/listservpage/ldeq_pn_listserv.htm

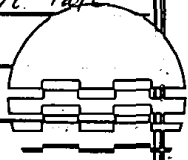
All correspondence should specify AI Number 687, Permit Number OU-0194-A, and Activity Number PER19990004.

Publication date: May 3, 2007

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04/11/07

SW & HW Permits
Permit Writer Janyce Tate
ETD Engineering
AI# 687
PER# 19990004
TEMPO Task # 1545121
Route to Bijan Shrivasthani
Due Date 04/05/05



Entergy

PERMIT APPLICATION OILY WASTE POND

LITTLE GYPSY ELECTRIC GENERATING PLANT
MONTZ, LOUISIANA

Prepared by



EarthTech

A Tyco International Ltd. Company

FEBRUARY 2005



DEPARTMENT OF ENVIRONMENTAL QUALITY

KATHLEEN BABINEAUX BLANCO

GOVERNOR

APR 11 2007

MIKE D. McDANIEL, Ph.D.

SECRETARY

CERTIFIED MAIL 7003 2260 0005 9323 0471
RETURN SERVICE REQUESTED

Mr. Richard C. Labranche
Corporate Environmental Analyst
Entergy Gulf States Inc.
17420 River Road
Montz, LA 70068

RE: Notice of Technical Completeness
Oily Waste Pond - Little Gypsy Electric Generating Plant
AI #687/GD-089-2735/OU-0194-A
PER19940004
St. Charles Parish

Dear Mr. Labranche:

The Waste Permits Division is in receipt of the final copies of your submittal dated February 16, 2005. After review of this submittal, it has been determined that your permit renewal is technically complete and ready for public review.

The Environmental Assistance Division will distribute copies of your application for public review and place public notices in the appropriate newspapers in accordance with LAC 33:VII.513.F.3. Please contact Ms. Soumaya Ghosn at (225) 219-3276 for the date of publication and the dates for the comment period. At the conclusion of the comment period, the Waste Permits Division will consider all comments and a decision will be made regarding your application.

Please reference Agency Interest Number 687, Permit Number OU-0194-A, Permit Activity Number PER19940004, and Site Identification Number GD-089-2735 on all future correspondence pertaining to this facility. If you have any questions concerning this matter, please contact Mr. Curt A. Auzenne of the Waste Services Section at (225) 219-3060.

Sincerely,

Bijan Sharafkhani, P.E.
Administrator
Waste Permits Division

ca

c: Southeast Regional Office

ENVIRONMENTAL SERVICES
: PO BOX 4313, BATON ROUGE, LA 70821-4313
P:225-219-3181 F:225-219-3309
WWW.DEQ.LOUISIANA.GOV

Standard Solid Waste Permit Application Oily Waste Pond



**Little Gypsy Electric Generating Plant
Montz, Louisiana**

Prepared by:



A Tyco International Ltd. Company

3121 Butterfield Road
Oak Brook, Illinois 60523
(630) 574-2006

February 2005

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FORMAT NOTES

Permit Organization

This Permit Application is organized in accordance with the numbering system presented in the Louisiana Administrative Code (LAC) 33:VII, Chapter 5, as follows:

- 519 Part I: Permit Application Form
- 521 Part II: Supplementary Information, All Processing and Disposal Facilities
 - A. Location Characteristics
 - B. Facility Characteristics
 - C. Facility Surface Hydrology
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 - F. Facility Plans and Specifications
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 - L. Financial Responsibility
 - M. Special Requirements
- 523 Part III: Additional Supplementary Information

The Part II Permit Application is formatted with the Louisiana Solid Waste Rules and Regulations (LSWRR) shown in bold print, and following each regulation is the corresponding response in standard print.

This Permit Application is bound as one volume and includes supporting documents such as engineering reports, correspondence, large drawings, and plans. As referenced in the text, the supporting documents, including all figures and tables, are presented in the exhibits and appendices of this Permit Application.

Certain acronyms and abbreviations are used throughout the text of this permit application, which are defined as follows:

LAC	Louisiana Administrative Code
LSWRR	Louisiana Solid Waste Rules and Regulations
QA/QC	Quality Assurance/Quality Control
LDEQ	Louisiana Department of Environmental Quality
RUST E&I	RUST Environment & Infrastructure (now Earth Tech, Inc.)
LP&L	Louisiana Power & Light
ELI	Entergy Louisiana, Inc.

Pagination is sequential within each of the above-referenced Sections A through M.

SOLID WASTE STANDARD PERMIT APPLICATION - PART I

519. Part I: Permit Application Form

The applicant shall complete a standard permit application Part I Form (LAC 33:VII.3003). The following subsections refer to the items on the form requiring that information:

Little Gypsy is an existing facility. The application was originally submitted to the Louisiana Department of Environmental Quality-Solid Waste Division (LDEQ-SWD) in 1983 and again in 1994 (No. PA-472). In response to LAC 33:VII.519.A-S, the standard permit application Part I form has been completed and is provided as follows:

A. name of applicant (prospective permit holder) applying for a standard permit;

Entergy Louisiana, Inc., Little Gypsy Electric Generating Plant, AI#687 /
OU-0194 / PER 19990004.

B. facility name;

Entergy Louisiana, Inc., Little Gypsy Electric Generating Plant, Oily Waste
Pond.

C. description of the location of the facility (identify by street and number or by intersection of roads, or by mileage and direction from an intersection);

Located in Montz, Louisiana on Louisiana Highway 628, approximately 3 miles
south of the intersection of Highway 628 and U.S. Highway 61.

- D. geographic location (section, township, range, and parish where the facility is located, and the coordinates [as defined by longitude and latitude to the second] of the centerpoint of the facility);**

Location: Section 9,10,11 Township 12S Range 7E

 Parish St. Charles

Coordinates: Latitude – Degrees 30 Minutes 00 Seconds 18N

 Longitude – Degrees 90 Minutes 27 Seconds 32W

- E. mailing address of the applicant;**

Entergy Louisiana, Inc.
Little Gypsy Generating Plant
17420 River Road
LaPlace, Louisiana 70068

- F. contact person for the applicant (position or title of the contact person is acceptable);**

Mr. Richard C. Labranche – Corporate Environmental Analyst

Mr. Joe Messina – Facility Environmental Analyst

- G. telephone number of the contact person;**

Mr. Richard Labranche – (504) 256-7113

Mr. Joe Messina – (985) 653-3853

H. type and purpose of operation (check each applicable box);

Type I

Industrial Landfill

Industrial Surface Impoundment ☒ X

Industrial Landfarm

Type I-A

Industrial Incinerator Waste Handling Facility

Industrial Shredder/Compactor/Baler

Industrial Transfer Station

Type II

Sanitary Landfill

Residential/Commercial Surface Impoundment

Residential/Commercial Landfarm

Type II-A

Residential/Commercial Incinerator Waste Handling

Residential/Commercial Shredder/Compactor/Baler

Residential/Commercial Transfer Station

Residential/Commercial Refuse-Derived Fuel

Type III

Construction/Demolition-Debris Landfill

Woodwaste Landfill

Compost Facility

Resource Recovery/Recycling Facility

Other

Describe none

- I. status of the facility (if leased, state the number of years of the lease and provide a copy of the lease agreement);

Owned X Leased Lease Term Years

A copy of the proof of ownership documentation is provided in Attachment 1.

- J. operational status of the facility;

Existing X Proposed

- K. total site acreage and the amount of acreage that will be used for processing and/or disposal;

Total Acreage 301 Processing Acreage 0 Disposal Acreage 2.10

- L. list of all environmental permits that relate directly to the facility represented in this application;

LPDES Permit No. LA0003191, issued April 2003

Air Permit No. 2520-00009-V0, issued January 1999

(Copies of these permits are provided in Attachment 2)

- M. a letter attached from the Louisiana Resource Recovery and Development Authority (LRRDA) stating that the operation conforms with the applicable statewide plan. (Note: In accordance with R.S. 30:2307.B, this regulation does not apply to solid waste disposal activity occurring entirely within the boundaries of a plant, industry, or business which generates such solid waste);

In accordance with R. S. 30:2307.B, LRRDA authority does not apply to solid waste disposal activity occurring entirely within the boundaries of a plant, industry, or business, which generates such solid waste.

- N. zoning of the facility (if the facility is zoned, note the zone classification and zoning authority, and include a zoning affidavit or other documentation stating that the proposed use does not violate existing land-use requirements);

Zoned: Yes X No Zoning Requested

Zone Classification M-2 Industrial District

A letter stating that the facility is in compliance with local zoning law, obtained from the Parish of St. Charles, Department of Planning and Zoning, is included in Attachment 3.

- O. types, maximum quantities (wet tons/week), and sources (percentage of the on-site or off-site-generated waste to be received) of waste to be processed or disposed of by the facility;

	Processing		Disposal	
	On-site	Off-site	On-site	Off-site
Residential				
Industrial			4,898*	
Commercial				
Other				

* Consists of stabilized sludge and contact soils for the Oily Waste Pond

- P. indicate the specific geographic area(s) to be serviced by the solid waste facility;**

List of Parishes: None Statewide Unlimited

The surface impoundments are used to process wastewater only at the Little Gypsy Plant.

- Q. attach proof of publication of the notice regarding the submittal of the permit application as required in LAC 33:VII.513.A;**

Proof of Operator's Public Notice is provided in Attachment 4.

- R. provide the signature, typed name, and title of the individual authorized to sign the application. Proof of the legal authority of the signatory to sign for the applicant must be provided; and**

Certification: I have personally examined and am familiar with the information submitted in the attached document, and I hereby certify under penalty of law that this information is true, accurate, and complete to the best of my knowledge. I am aware that there are significant penalties for submitting false information, including the possibility of fine and/or imprisonment.

Signature

Date

Typed Name and Title Jeffrey L. Heidingsfelder, Plant Manager

The signee is the Plant Manager of the Little Gypsy Electric Generating Plant. In this capacity the signee has full authority over the operation of the permitted facility and constitutes the highest level of management located on-site. Proof of

legal authority for the Plant Manager to sign this application is provided in Attachment 5 of this Part I Application.

S. **any additional information required by the administrative authority.**

Additional information per Part I has not been required by the administrative authority.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2001 et seq.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Solid and Hazardous Waste, Solid Waste Division, LR 18.

LAC 33:VII.521. Part II: Supplementary Information, All Processing and Disposal Facilities

521.A. Location Characteristics. Standards pertaining to location characteristics are contained in LAC 33:VII.709.A (Type I and II facilities).

521.A.1. The following information on location characteristics is required for all facilities:

521.A.1. a. Area Master Plans. A location map showing the facility, road network, major drainage systems, drainage-flow patterns, location of closest population center(s), location of the public-use airport(s) used by turbojet aircraft or piston-type aircraft, proof of notification of affected airport and Federal Aviation Administration as provided in LAC 33:VII.709.A.2, location of the 100-year flood plain, and other pertinent information. The scale of the maps and drawings must be legible, and engineering drawings are required.

The Little Gypsy Electric Generating Plant (Little Gypsy Plant) is located in Montz, Louisiana, St. Charles Parish, north side of the Mississippi River, approximately one-quarter of a mile west of the Bonnet Carre Spillway, and is shown on the Area Master Plan provided as Exhibit 1. Access to the Little Gypsy Plant is via Louisiana Highway 628 (River Road) which intersects U.S. Highway 61, approximately three miles north of the facility. The Little Gypsy Plant encompasses approximately 301 acres located in Sections 9, 10, and 11 of Township 12 South and Range 7 East.

The nearest population center is Montz which is where the facility is located. Additional population centers are Norco, Gypsy, and Killona which are approximately two miles east, one mile north, and one-half mile southwest of the facility, respectively. The population centers are shown on the Site Vicinity Map presented as Exhibit 2. The Oily Waste Pond occupies approximately 2.10 acres of the Little Gypsy Plant and is located along the east side of the facility as shown on Exhibit 3. The Oily Waste Pond is not located within 10,000 feet of a public-use airport runway end used by turbojet aircraft or within 5,000 feet of a public-use airport runway end utilized by only piston-type aircraft, therefore, a proof of notification from the Federal Aviation Administration and affected airport is not required (LAC 33:VII.709.A.2). The property on which the Pond is situated is owned by Entergy Louisiana, Inc. (ELI), the owner and operator of the Little Gypsy Plant.

The road network within the Little Gypsy Plant is designed to avoid congestion, sharp turns, obstructions, and other hazards conducive to accidents (LAC 33:VII.709.A.1.) as shown on the Site Master Plan

presented as Exhibit 3. The land surface around the Oily Waste Pond is relatively flat with elevations ranging from approximately 13 to 15 feet National Geodetic Vertical Datum (NGVD). On-site drainage is to the north, away from the Mississippi River levee system, via an on-site storm water drainage ditch system as shown on Exhibit 3. As shown on the Flood Plain Map, presented as Exhibit 4, the Oily Waste Pond is located within Zone X, which is an area subject to the 500-year flood and 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile. However, as shown on Exhibit 4, the area is protected from the 100-year flood by levee, dike, or other structure.

- 521.A.1. b. **A letter from the appropriate agency or agencies regarding those facilities receiving waste generated off-site, stating that the facility will not have a significant adverse impact on the traffic flow of area roadways and that the construction, maintenance, or proposed upgrading of such roads is adequate to withstand the weight of the vehicles.**

This regulation is not applicable to the existing Oily Waste Pond because the facility does not receive waste generated off-site (LAC 33:VII.709.A.1). Furthermore, no impact on traffic flow in the area is anticipated because the waste generated on-site is transferred to the impoundment via pipeline.

- 521.A.1. c. **Existing Land Use. A description of the total existing land use within three miles of the facility (by approximate percentage) including, but not limited to:**

- i. **residential;**
- ii. **health-care facilities and schools;**
- iii. **agricultural;**
- iv. **industrial and manufacturing;**
- v. **other commercial;**
- vi. **recreational; and**
- vii. **undeveloped.**

The existing land use within a three-mile radius of the Little Gypsy Plant has been evaluated using quadrangle maps and aerial photographs. The Department of Planning and Zoning for St. Charles Parish provided aerial photographs (updated 10-29-93) of the facility and immediate surrounding areas which presented land use classifications. Additionally, the LaPlace Quadrangle and Hahnville Quadrangles were used to determine land use within the three-mile radius. Based on this information, the land use for the

area within a three-mile radius of the facility, by approximate percentages, is estimated to be as follows:

residential - 10%
health care facilities & schools - <1%
agricultural - 10%
industrial/manufacturing - 22%
other commercial (including Norco Oil & Gas Field) - 20%
recreational (including Bonnet Carre Spillway and the Montz
Playground) - 8%
undeveloped (forested land, swamps, wetlands, etc.) - 30%

Local or parish land use/zoning ordinances do not exist that preclude the location and operation of a surface impoundment at the Little Gypsy Plant (LAC 33:VII.709.A.6).

- 521.A.1. d. **Aerial Photograph.** A current aerial photograph, representative of the current land use, of a one-mile radius surrounding the facility. The aerial photograph shall be of sufficient scale to depict all pertinent features.

A current aerial photograph, representative of the current land use within a one-mile radius of the Little Gypsy Plant, is provided as Exhibit 5. The aerial survey was performed February 4, 1998.

- 521.A.1. e. **Environmental Characteristics.** The following information on environmental characteristics:

- 521.A.1.e. i. a list of all known historic sites, recreation areas, archaeologic sites, designated wildlife-management areas, swamps and marshes, wetlands, habitats for endangered species, and other sensitive ecologic areas within 1,000 feet of the facility perimeter or as otherwise appropriate;

- 521.A.1.e. ii. documentation from the appropriate state and federal agencies substantiating the historic sites, recreation areas, archaeologic sites, designated wildlife-management areas, wetlands, habitats for endangered species, and other sensitive ecologic areas within 1,000 feet of the facility; and

521.A.1.e.

- iii. **a description of the measures planned to protect the areas listed from the adverse impact of operation at the facility;**

As demonstrated by documents obtained from the Louisiana Department of Culture, Recreation, and Tourism, Office of Cultural Development, and the Louisiana Department of Wildlife & Fisheries (see Appendix A), there are no known historical sites, archaeologic sites, designated wildlife-management areas, swamps and marshes, habitats for endangered species, and other sensitive ecologic areas within 1,000 feet of the facility perimeter as shown on the Site Vicinity Map, Exhibit 2 (LAC 33:VII.709.A.3.). However, two recreational areas, the Montz Playground and the Bonnet Carre Spillway, are located within 1,000 feet of the Little Gypsy Plant as identified in correspondence from the Department of Culture, Recreation, Tourism, Office of State Parks (see Appendix A).

The Department of Culture, Recreation & Tourism Office of State Parks was provided additional information on the nature of the materials being impounded (see LAC 33:VII.521.H.1.a). The Office of State Parks, along with the National Park Service, have agreed that the impounded materials will have no impact on either the Montz Playground or the Bonnet Carre Spillway. Their original response, the provided information, and their updated response are provided in Appendix A.

In a letter dated June 28, 1994 (Appendix A), the U.S. Army Corps of Engineers stated that wetlands are located within 1,000 feet of the facility perimeter. The Oily Waste Pond is not expected to impact these areas. A two-foot freeboard is maintained within the Oily Waste Pond to prevent overflow of wastewater into adjacent areas. In addition, the Oily Waste Pond is part of a wastewater treatment system which is designed to improve the quality of effluent discharged from the Little Gypsy Plant. The Oily Waste Pond effluent is required to meet the discharge limits set forth in the facility's LPDES Permit.

- 521.A.1. f. **A wetlands demonstration, if applicable, as provided in LAC 33:VII.709.A.4.**

A letter from the U.S. Army Corps of Engineers, dated June 28, 1994 (Appendix A), states that wetlands are present within 1,000 feet of the facility. However, the Oily Waste Pond received waste prior to October 9, 1993, therefore, a wetlands demonstration is not required (LAC 33:VII.709.A.4).

- 521.A.1. g. **Demographic Information.** The estimated population density within a three-mile radius of the facility boundary, based on the latest census figures.

A three-mile radius of the Little Gypsy Plant boundary includes the small communities of Montz (in which the facility is located), Killona (approximately one-half mile southwest of the Plant, across the Mississippi River), Gypsy (approximately one mile north), and Norco (approximately two miles east) which is the largest of these communities. The three-mile radius is located almost entirely in St. Charles Parish with the exception of a small area of St. John The Baptist Parish, which includes part of the City of LaPlace, located along the Mississippi River to the north of the site. Based on the most recent census and demographic information (2000 census) as provided by the State of Louisiana Census Data Center, the population located within a three-mile radius of the facility is approximately at 5,421.

- 521.A.2. **The following information regarding wells, faults and utilities is required for Type I and II facilities:**

- 521.A.2. a. **Wells**

Map showing the locations of all known or recorded shot holes and seismic lines, private water wells, oil and/or gas wells, operating or abandoned, within the facility and within 2,000 feet of the facility perimeter and the locations of all public water systems, industrial water wells, and irrigation wells within one mile of the facility. A plan shall be provided to prevent adverse effects on the environment from the wells and shot holes located on the facility.

Information regarding the location of shot holes and seismic lines was obtained from Seismic Exchange Inc. (SEI) in New Orleans, Louisiana. Seismic lines or shotholes located within 2,000 feet of the perimeter of the Pond are identified on Exhibit 6.

As indicated in a letter obtained from the Louisiana Department of Natural Resources (DNR), Office of Conservation, no private water wells or oil and/or gas wells are known to exist within 2,000 feet from the perimeter of the facility. This letter is presented in Appendix A.

Information regarding the location of public water systems, industrial water wells, and irrigation wells within a one mile radius of the MCW Pond was obtained from the Louisiana Department of Transportation and

Development (LDOTD). This information identified the locations of one public well, one industrial well, two abandoned wells, and one industrial well within a one-mile radius of the facility, which are presented as Exhibit 6. The water well information obtained from the LDOTD is also presented on Exhibit 6.

521.A.2. b. Faults

521.A.2.b. i. scaled map showing the locations of all recorded faults within the facility and within one mile of the perimeter of the facility; and

The "Geologic Map of Louisiana," 1984 (Exhibit 7), shows that no faulting is located within the facility or within one mile of the perimeter of the Little Gypsy Plant. The nearest fault to the Oily Waste Pond is located approximately 22 miles north of the facility in Livingston Parish, Louisiana. The Oily Waste Pond received waste prior to October 9, 1993 (LAC 33:VII.709.A.5.), therefore, this requirement is not applicable.

521.A.2.b. ii. demonstration, if applicable, of alternative fault set-back distance as provided in LAC 33:VII.709.A.5.

The nearest fault is located greater than 200 feet from the Oily Waste Pond and, therefore, alternative fault setback distances are not applicable. In addition, the Oily Waste Pond received waste prior to October 9, 1993 (LAC 33:VII.709.A.5.), therefore, this requirement is not applicable.

521.A.2.

c. Utilities

Scale map showing the location of all pipelines, power lines, and right-of-ways within the site.

A Plot Plan is provided as Exhibit 8 showing the location of all pipelines, power lines, and right-of-ways within the site.

521.B. Facility Characteristics. Standards concerning facility characteristics are contained in LAC 33:VII.709.B (Type I and II facilities). A facility plan, including drawings and a narrative, describing the information required below must be provided.

521.B.1. The following information is required for all facilities:

521.B.1. a. elements of the process or disposal system employed, including, as applicable, property lines, original contours (shown at not greater than five-foot intervals), buildings, units of the facility, drainage, ditches and roads;

Elements of the facility disposal system including property lines, original contours, buildings, facilities, drainage, ditches, and roads are shown on the Area Master Plan, Site Vicinity Map, Site Master Plan, and/or on the Plot Plan (Drawing No. SK-9-21-77) presented as Exhibits 1, 2, 3, and 8.

Original site contours range from 10 to 15 feet NGVD. The Oily Waste Pond was constructed from an elevation of approximately 13 to 15 feet NGVD (top of slope) to approximately 2 feet NGVD (bottom of impoundment).

The Little Gypsy Plant consists of several buildings including an office, a warehouse, and several service and treatment buildings. Structures which are part of the surface impoundment process and disposal system include an oil/water separator, a transfer sump, and a small waste oil holding tank.

The flow diagram of the waste treatment process for the Oily Waste Pond is presented as Exhibit 9. Structures which are part of the process and disposal systems are identified on this diagram.

Most surface water runoff from industrial areas at the Little Gypsy Plant is treated by the Oily Waste System. The Oily Waste Pond is part of the Oily Waste Treatment System at the Little Gypsy Plant. This system treats wastewater from the following sources: Units 1 and 2 Sand Filter Backwash, Unit 2 Powdex Unit, Units 1 and 2 Clarifier Blowdown, Area Drains and Oily Waste Drains from Units 1, 2, and 3, and Unit 1 Solka Flocc Filters.

The Oily Waste Pond serves as an API gravity separator. Suspended oils in the wastewater rise to the surface and are periodically skimmed for removal. Emulsified and heavy oils are pumped from the Oily Waste Pond into the Oil Separator. In the Oil Separator, separation is achieved by re-circulation and air floatation. The oil rises to the top of the process tank where it is removed by a skimmer and pumped to the Slop Oil Tank for disposal. The sludge which accumulates at the bottom of the separator

is pumped to the Oily Waste Pond for later disposal. Recirculation in the Separator is provided by a Recycle Pump in the Detention Tank. A ring jump air inductor generates a high concentration of small air bubbles, uniformly dispersed in the Recycle Pump inlet. The air/water mixture produced increases the rate at which the oil floats to the surface. Treated effluent flows from the Separator to a turbine flow meter and then to the east drainage ditch through permitted LPDES Outfall 002 and ultimately to Lake Pontchartrain.

521.B.1. b. the perimeter barrier and other control measures;

The Little Gypsy Plant maintains a perimeter barrier and a security system at the facility (LAC 33:VII.709.B.1.). The perimeter barrier includes a perimeter fence to prevent unauthorized ingress or egress, except by willful entry. The security system for the property where oil and chemicals are stored, consumed, or transferred is fenced with entry gates which are monitored by closed-circuit televisions or visually supervised. The facility is manned 24 hours-per-day, 7 days-per-week. Security checks are made twice daily. The entire facility is well lighted. Signs that list the types of wastes received at the facility are not required because the facility does not receive waste from off-site sources.

521.B.1. c. a buffer zone;

A 200-foot buffer zone currently exists in three directions (north, south and west) around the Oily Waste Pond (LAC 33:VII.709.B.2.) as is evident on Exhibit 2. The buffer zone to the east of the Oily Waste Pond is approximately 40 feet from the surface impoundment to the Little Gypsy Plant property line. However, the surface impoundment is an existing facility and all effluent is discharged through an LPDES permitted outfall. Additionally, all storage and treatment of wastewater occurs strictly within the confines of the Oily Waste Pond and associated Treatment System components. Therefore, in accordance with LAC 33:VII.709.B.2.b, no storage, processing, or disposal of solid waste occurs within the buffer zone. In accordance with LAC 33:VII.709.B.2, a waiver of the buffer zone requirement was requested by Entergy from the Louisiana Department of Environmental Quality by letter dated July 16, 1999. A copy of the buffer zone exemption request letter is provided in Appendix A.

521.B.1. d. fire-protection measures;

The nature of the waste contained in the surface impoundment is such that no fire-protection measures are needed (i.e., the waste is not flammable). However, fire protection in every work area is provided by the appropriate type of fire extinguisher. Personal safety is further augmented through safeguards such as prohibitions against open burning, periodic personnel training, and posted caution notices. Security is maintained at the gates so that only proper authorities are allowed to enter the premises. The local fire department will be directed to the scene in the event of a fire. The fire will be classified and reported to the Site Emergency Coordinator. Operations will be notified of the response activities. The fire status and nature of response activities will be communicated with the Site Accountability Coordinator. The fire fighting methods will then be directed. The fire emergency procedures are described in the Emergency Response Plan provided as Appendix B (LAC 33:VII.709.B.3.).

521.B.1. e. landscaping and other beautification efforts;

The Oily Waste Pond is located within the boundaries of the site (LAC 33:VII.709.B.4.), therefore, landscaping and beautification efforts are not required.

521.B.1. f. devices or methods to determine, record, and monitor incoming waste;

The Little Gypsy Plant does not accept wastes from outside the Plant (LAC 33:VII.709.B.5.). The Oily Waste Treatment System was designed to handle oily wastewater generated at the Little Gypsy Plant. The type and flow rates of wastewater are known through generator knowledge of the system or plant processes.

A Solid Waste Disposer Annual Report is submitted to the administrative authority each year, which provides numerical values used to determine the waste received (in the form of settled sludge) by the Oily Waste Pond for that year. A copy of the most recent Solid Waste Disposer Annual Report is presented in Appendix E. In addition, the volume of sludge that had accumulated in the Pond after 16 years of service was measured by Rust E&I (now Earth Tech, Inc.) at grid points within the Pond utilizing a flat-bottomed boat with center sampling port. A calibrated rod was used to measure the top of sludge elevation versus bottom of Pond elevation relative to a reference elevation (top of wastewater in the Pond). Average-end-area calculations were performed using the sludge thickness

measurements, and the volume of sludge accumulated in the Pond at that time was equivalent to approximately 683 wet tons per year.

A flow diagram of the waste process is presented as Exhibit 9.

521.B.1. g. NPDES discharge points (existing and proposed); and

There are seven permitted LPDES discharge points (Outfalls 001, 002, 003, 004, 005, 006, and 103, identified on Exhibit 3, authorized to discharge from the Little Gypsy Plant to an off-site ditch system. Currently, only one discharge point, Outfall 002, exists for the Oily Waste Pond effluent. The other outfalls discharge treated effluent or surface water runoff from other facilities located at the Little Gypsy Plant. A copy of the LPDES Permit (No. LA0003191) is presented in Attachment 2 to Part I of the Permit Application. Effluent from the Oily Waste Pond is routed to a turbine flow meter for flow measurement and then to the east drainage ditch via LPDES Outfall 002 (LAC 33:VII.709.B.6).

521.B.1. h. other features, as appropriate.

The facility has been designed to protect the environment and the surrounding area from negative impact to the extent possible. Meteorological information is included in Appendix A, showing prevailing wind directions, and other climate data.

521.B.2 The following information is required for Type I and II facilities:

521.B.2. a. areas for isolating nonputrescible waste or incinerator ash, and borrow areas; and

The facility does not handle nonputrescible waste or incinerator ash, and does not have any borrow areas located within the plant boundary, therefore, this requirement does not apply.

521.B.2. b. location of leachate collection/treatment/removal system.

There is no leachate collection/treatment/removal system associated with the Oily Waste Pond.

521.C. Facility Surface Hydrology. Standards governing facility surface hydrology are contained in LAC 33:VII.713.A (Type I and II surface impoundments).

521.C.1. The following information regarding surface hydrology is required for all facilities:

521.C.1. a. a description of the method to be used to prevent surface drainage through the operating areas of the facility;

Surface water run-off from operating areas of the Plant is routed to the Oily Waste Pond for treatment prior to discharge. A detailed description of the surface water drainage system for the Little Gypsy Plant is provided in LAC 33:VII.521.C.1.b. (below).

521.C.1. b. a description of the facility runoff/run-on collection system;

Run-off from operating areas of the Plant is routed to the Oily Waste Pond via surface water collection ditches. Wastewater from the Oily Waste Pond is pumped to the Oil Separator for oil/water separation, and the effluent from the Separator flows through a turbine flow meter, then to LPDES Outfall 002. Discharge from this outfall enters the Plant's east drainage ditch, which flows to Lake Pontchartrain. Treated effluent from the Plant is monitored in accordance with the Plant's LPDES Permit (LAC 33:VII.713.A.5.), presented in Attachment 2 to Part I of the Permit Application.

A minimum two-foot freeboard is maintained in the Oily Waste Pond to prevent overflow. The surface water collection system is inspected monthly and following major storm events for evidence of erosion and other potential problems. Any areas which have experienced significant erosion are repaired.

521.C.1. c. the maximum rainfall from a 24-hour/25-year storm event;

Technical Paper No. 40 issued by the U.S. Weather Bureau indicates that a rainfall of 24-hour duration for a 25-year frequency in the Montz, Louisiana area is 10.2 inches (see Exhibit 10). However, the Little Gypsy Plant is located below Latitude 31° North, therefore, the design standard for rainfall is 12 inches (LAC 33:VII.713.A.3.).

- 521.C.1. d. the location of aquifer recharge areas in the site or within 1,000 feet of the site perimeter, along with a description of the measures planned to protect those areas from the adverse impact of operations at the facility; and**

Two state geologic maps were reviewed to determine the location of aquifer recharge areas, including the "Aquifer Recharge Potential of the Baton Rouge Quadrangle," Map #13 (1988) and the adjoining map entitled "Aquifer Recharge Potential of the New Orleans Quadrangle," Map #16 (1988). Excerpts from these maps are presented as Exhibit 11. These maps indicate that the Little Gypsy Plant is located in an area that does not recharge major Louisiana freshwater aquifers (LAC 33:VII.713.A.2.), therefore, adverse impacts to recharge areas due to operations of the Oily Waste Pond are not anticipated.

- 521.C.1. e. if the facility is located in a flood plain, a plan to ensure that the facility does not restrict the flow of the 100-year base flood or significantly reduce the temporary water-storage capacity of the flood plain, and documentation indicating that the design of the facility is such that the flooding does not affect the integrity of the facility or result in the washout of solid waste.**

As is evident from the Flood Plain Map presented as Exhibit 4, the Oily Waste Pond is located in Zone X which is an area subject to the 500-year flood and 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile. However, the area is protected from the 100-year flood by levee, dike, or other structures (LAC 33:VII.713.A.1). The requested plan is therefore not applicable.

521.D. Facility Geology. Standards governing facility geology are contained in LAC 33:VII.709.C (Type I and II facilities).

521.D.1. The following information regarding geology is required for Type I and Type II facilities:

521.D.1. a. isometric profile and cross-sections of soils, by type, thickness, and permeability;

In June 1989 and October 1993, geotechnical investigations were conducted by Eustis Engineering in the area immediately southwest of the Oily Waste Pond. These investigations included the installation of three soil borings, 1, 2 and 3 around the new maintenance shop to depths of 15 to 60 feet bgs, and two soil borings, 5 and 6, near the low volume waste storage tanks to a depth of approximately 50 feet bgs.

A subsurface investigation was conducted by RUST E&I in March 1994 to determine the soil stratigraphy and subsurface conditions in the area of the Oily Waste Pond. A total of seven soil borings (B-1, B-2, B-3, B-4, B-5, B-6, and BG-1) were completed, five to a depth of 46 feet below ground surface (bgs), one to a depth of 15 feet bgs, and one boring to a depth of 100 feet bgs. Six HydroPunch boreholes (H-1 through H-6) were also installed to a depth approximately five to ten feet below first encountered groundwater, for the sole purpose of obtaining a groundwater sample (the holes were not logged). Temporary piezometers were installed (at a later date) at or near the locations of the hydropunch borings to a depth of approximately 20 feet bgs.

Finally, in response to a Notice of Deficiency (NOD) issued by the LDEQ, Entergy installed four monitoring wells in the vicinity of the Oily Waste Pond in January 2001 to further delineate the geology and subsurface hydrology beneath the facility and to improve the groundwater monitoring system for the facility. The borings and monitoring wells were installed to depths of 16 to 22 feet bgs.

The locations of all borings, piezometers, and monitoring wells are provided on Figure 1 in Appendix C along with boring logs and the results of permeability tests performed on selected samples from selected borings. Cross sections developed from the information obtained from the borings are provided on Figures 2 through 8 in Appendix C. An isometric profile was also developed using all available boring logs and is presented on Figure 9 in Appendix C. The cross-sections and isometric profile show the soil type and thickness for the soil stratigraphy encountered in the borings, as well as the screened interval of piezometers and the bottom elevations of the

impoundments.

Based on the review of available subsurface information, the soil layers present in the vicinity of the impoundment are as follows:

Stratum	Depth (ft bgs)	Description
I	0' to 22'	Very soft to medium stiff tan to gray SILTY CLAY to CLAY (CL-CH) with occasional SILT seams
IA	15' to 27'	Loose gray CLAYEY SILT (ML)
II	14' to 17'	Loose brown CLAYEY SILT (ML) and Gray SILTY SAND (SM)
III	12' to 30'	Very soft to medium stiff tan to gray SILTY CLAY (CL)
IV	30' to 45'	Loose gray CLAYEY SILT (ML)
V	45' to 63'	Medium stiff gray SILTY CLAY (CL)
VI	63' to 67'	Medium stiff gray CLAY (CH)
VII	67' to 80'	Loose gray SILTY SAND (SM)
VIII	80' to 93'	Stiff gray CLAY (CH)
IX	93' to unknown	Medium dense to dense gray SANDY SILT (ML)

The Oily Waste Pond is contained entirely within the Stratum I clays and silty clays at the Little Gypsy Plant. Permeability tests conducted on samples obtained from this stratum at depths of 8 to 10 feet bgs and 16 to 18 feet bgs indicated that horizontal permeability of these clays ranges from approximately 3.3×10^{-6} cm/sec to 9.0×10^{-8} cm/sec. The vertical permeability ranged from 2.2×10^{-6} cm/sec to 6.1×10^{-8} cm/sec. The lower permeabilities (i.e. 10^{-8} cm/sec) were measured in the sample obtained from a depth of 8 to 10 feet bgs. The maximum depth of the Oily Waste Pond is 12 feet and, therefore, the in-situ clays underlying the Pond have low-permeability.

521.D.1. b. logs of all known soil borings taken on the facility and a description of the methods used to seal abandoned soil borings;

Boring logs from all known soil borings, including the June 1989 and October 1993 geotechnical investigations, the March 1994 subsurface investigation, and the monitoring well installation of January 2001, are provided in Appendix C.

In accordance with LAC 33:VII.709.C.1.c.i – iv, the borings described above meet the minimum of four borings required to characterize the site geology in the vicinity of the Oily Waste Pond. At least four of the borings extend to a depth of at least 30 feet below the base of the impoundment.

The guidelines used to seal the abandoned soil borings were provided in "Water Well Rules and Regulations, State of Louisiana" as adopted by the Louisiana Department of Transportation and Development, Water Resources Section, and in the "Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook," (Handbook) prepared by the Louisiana Department of Transportation and Development, May 1993. Future borehole plugging and abandonment will be performed using the Handbook, December, 2000, or most recent version, and LAC 33:VII.709.E.1.e.

521.D.1. c. results of tests for classifying soils (moisture contents, Atterberg limits, gradation, etc.), measuring soil strength, and determining the coefficients of permeability, and other applicable geotechnical tests;

The results of tests to classify soils, measure soil strength, determine coefficients of permeability, and other applicable engineering properties are presented on the boring logs in Appendix C, for the soils encountered during the RUST E&I investigation. The results of geotechnical tests performed on soils as part of the previous investigations performed by Eustis Engineering are presented on the logs of Borings 1, 2, 3, 5, and 6 in Appendix C.

- 521.D.1. d. geologic cross-section from available published information depicting the stratigraphy to a depth of at least 200 feet below the ground surface;**

A geologic fence diagram representative of the area of the Little Gypsy Plant, to a depth of at least 3,600 feet below ground surface, was obtained from the "Ground-Water in Louisiana," Water Resources Bulletin No. 1, published by the Department of Conservation, Louisiana Geological Survey and the Louisiana Department of Public Works, Baton Rouge, LA, August 1960 and is presented as Exhibit 12.

- 521.D.1. e. for faults mapped as existing through the facility, verification of their presence by geophysical mapping or stratigraphic correlation of boring logs. If the plane of the fault is verified within the facility's boundaries, a discussion of measures that will be taken to mitigate adverse effects on the facility and the environment;**

As demonstrated in the responses to LAC 33:VII.521.A.2.b and 709.A.5., faults are not known to be present within the boundaries of the facility or within 200 feet of the facility perimeter (See Exhibit 7). Therefore, measures are not necessary to mitigate adverse effects of faulting on the facility.

- 521.D.1. f. for a facility located in a seismic impact zone, a report with calculations demonstrating that the facility will be designed and operated so that it can withstand the stresses caused by the maximum ground motion, as provided in LAC 33:VII.709.C.2; and**

The Oily Waste Pond at the Little Gypsy Plant received waste prior to October 9, 1993, therefore this requirement is not applicable to this unit (LAC 33:VII.709.C.2.). However, the facility is not located within a seismic impact zone according to the USGS map, "USGS Miscellaneous Field Studies Map MF-2120; Probabilistic Earthquake Acceleration and Velocity Maps for the U.S. and Puerto Rico," U.S. Geologic Survey (Algermisson, S.T., et al., 1990) presented as Exhibit 13.

- 521.D.1. g. for a facility located in an unstable area, a demonstration of facility design as provided in LAC 33:VII.709.C.3.**

Geotechnical test results for samples collected during the subsurface exploration program conducted by RUST E&I indicated that the site is

underlain by stable earth materials. There is no evidence that natural or man-made features exist that would contribute to the instability of the facility (LAC 33:VII.709.C.3.). Mass movement caused by faulting is not anticipated based on the discussion presented in the response to LAC 33:VII.521.D.1.e.

521.E. Facility Subsurface Hydrology. Standards governing facility subsurface hydrology are contained in LAC 33:VII.715.A (Type I and II landfarms).

521.E.1. The following information on subsurface hydrology is required for all Type I facilities and Type II landfills and surface impoundments:

a. delineation of the following information for the water table and all permeable zones from the ground surface to a depth of at least 30 feet below the base of excavation:

i. areal extent beneath the facility;

Permeable zones encountered from the ground surface to a depth of at least 100 feet below the base of the Oily Waste Pond are delineated on the cross-sections shown on Figures 2 through 8 and on the Isometric Profile presented on Figure 9 in Appendix C. Isopach maps indicating the thickness of each permeable zone (within 30 feet of the base of the Oily Waste Pond) are presented on Figures 11 through 13 in Appendix C. The permeable zones identified on these figures include a very limited, discontinuous clayey silt zone approximately seven to 10 feet bgs along the north side of the Oily Waste Pond, designated as Permeable Zone 1A, which may be fill material. An isopach map of this zone is presented on Figure 11 in Appendix C.

A second permeable zone consists of an upper clayey silt and silty sand (Stratum II –Zone B) which is present from approximately 14 to 28 feet bgs at the north end of the Oily Waste Pond. This zone is approximately 14 feet thick at boring B-5. This zone thins to the south and grades more sandy. At boring B-6, this zone is approximately two feet thick. At boring B-4, only thin silt seams are present at this depth. An isopach map of this zone is presented on Figure 12 in Appendix C.

A third permeable zone, designated as Zone C, is encountered from approximately 30 to 45 feet bgs in the vicinity of the Oily Waste Pond, which consists of a clayey silt (Stratum IV). This zone varies from about five to 15 feet in thickness beneath the Pond, but thickens considerably to the south. At boring B1, this zone is over 30 feet thick. An isopach map indicating the thickness of this zone is presented on Figure 13 in Appendix C.

A fourth permeable zone is present at a depth of approximately 67 to 80 feet bgs, which consists of a silty sand (Stratum VII). This zone is approximately 15 feet thick over the area explored.

A fifth permeable zone (Stratum IX) is present at a depth of approximately 93 feet bgs. This zone consists of a sandy silt layer that is a minimum of seven feet thick over the area explored.

The permeable zones extend beyond the limited area investigated.

521.E.1.a.

ii. thickness and depth of the permeable zones and fluctuations;

As discussed in the previous response, an upper permeable zone exists from a depth of approximately seven feet to 10 feet bgs along the north side of the Oily Waste Pond. This zone, designated as Permeable Zone A (Stratum IA), is discontinuous and very limited in extent. An isopach map showing the thickness of this zone is presented as Figure 11 in Appendix C.

A second permeable zone, Zone B (Stratum II) exists at approximately 14 feet bgs. The thickness of this unit is approximately 14 feet at boring B-5 and approximately 2 feet at boring B-6 as shown on Figure 2 in Appendix C. An isopach map of this zone is presented on Figure 12 in Appendix C.

The third permeable zone (Stratum IV), designated as Permeable Zone C, was identified at a depth of approximately 32 to 45 feet bgs, ranged from five to 15 feet in thickness in the vicinity of the Pond. This zone thickens to the south to over 30 feet at boring 1. An isopach map of this zone is presented on Figure 13 in Appendix C.

The fourth permeable zone (Stratum VII), identified at an average depth of 67 to 80 feet bgs, is approximately 15 feet thick over the area explored.

The fifth permeable zone (Stratum IX), identified at a depth of approximately 93 feet bgs, was seven feet thick at boring B-6 (this boring terminated in this zone).

Groundwater monitoring activities have been conducted on wells located around the Oily Waste Pond since 2001. The associated groundwater monitoring reports are on file at the LDEQ. Data in the reports indicate groundwater level fluctuations of approximately

three to seven feet in the monitoring wells. The fluctuations are believed to be related to the varying stages of the nearby Mississippi River.

521.E.1.a.

iii. **direction(s) and rate(s) of groundwater flow based on information obtained from piezometers and shown on potentiometric maps; and**

In March 1994, RUST E&I conducted a subsurface investigation which included installation of six boreholes around the Oily Waste Pond and Metal Cleaning Waste Ponds. A temporary piezometer was installed next to each boring location as shown on Figure 1 in Appendix C. These piezometers were designated as TP-1 through TP-6 at boring locations B-1 through B-6, respectively. These piezometers were screened in the clayey and sandy silt stratum (Stratum II) where groundwater was first encountered in the Oily Waste Pond. A potentiometric map of water level measurements obtained in these piezometers on August 3 and 4, 1994 is presented on Exhibit 14. As is evident from the potentiometric map, groundwater flow in this permeable zone (Stratum II) is to the east, generally away from the Mississippi River.

In April 1996, five soil borings, designated as B-PZ-1 through B-PZ-5 were installed near the closed impoundments, which are identified on Figure 1 in Appendix C. All five of the borings were completed as piezometers PZ-1 through PZ-5, respectively, and are screened in Stratum II (Permeable Zone B). A Potentiometric Contour Map indicating the groundwater flow direction on April 25, 1996, is presented on Figure 14 in Appendix C. For this sampling event, the groundwater flow in Zone B was to the east and south, and the horizontal flow velocity was calculated to be approximately 5.84 feet per year.

During the April 1996 boring and piezometer installation program described above, temporary piezometers TP-2, TP-3, TP-4, and TP-6 were plugged and abandoned.

The groundwater monitoring system for the Oily Waste Pond now includes four monitoring wells that were installed to depths of 16 to 22 feet bgs in January 2001. A potentiometric map from data for these wells is provided on Figure 10 in Appendix C. According to the potentiometric map, groundwater flow in the vicinity of the Oily Waste Pond appears to be toward (into) the Pond from the southwest

and northeast, indicating that the Pond is a discharge point for shallow groundwater.

The screen intervals of all piezometers, along with corresponding water level data and dates of measurements, is presented on Table 1 in Appendix C. This table includes information for all of the piezometers previously installed at the site, as described above.

521.E.1.a. iv. any change in groundwater flow direction anticipated to result from any facility activities;

No change in groundwater flow direction is anticipated to result from operation of the Oily Waste Pond at the Little Gypsy Plant. If a change in groundwater flow direction is observed in the future, it is more likely to be a result of rising or falling stages of the nearby Mississippi River.

521.E.1.b. delineation of the following, from all available information, for all recognized aquifers which have their upper surfaces within 200 feet of the ground surface:

- i. areal extent;**
- ii. thickness and depth to the upper surface;**
- iii. any interconnection of aquifers; and**
- iv. direction(s) and rate(s) of groundwater flow shown on potentiometric maps.**

The areal extent, thickness and depth, and the direction and rate of groundwater flow for all recognized aquifers which have their surfaces within the upper 200 feet of the ground surface for the area of the Little Gypsy Plant is taken from the "Ground-Water Resources Of The Norco Area, Louisiana," Water Resources Bulletin No. 18, Dept. of Conservation, Louisiana Geological Survey and Louisiana Department of Public Works; Baton Rouge, LA., 1972). Geohydrologic cross sections A - A' and B - B' are presented as Exhibit 15.

In the vicinity of the Little Gypsy Plant, there are two freshwater-bearing aquifer systems in the Norco area that have their upper

surfaces within 200 feet of the ground surface. These are, in descending order, the shallow aquifers (which include the point bars) and the Gramercy Aquifer. The Gramercy Aquifer has previously been called the "200-foot" sand in the New Orleans area and is the principal freshwater-bearing sand in the Gramercy area. The shallow aquifers, the Gramercy Aquifer, and a deeper aquifer, the Norco Aquifer, are interconnected and, together with the Mississippi River, function as parts of a large hydrologic system.

During the time the aquifers were deposited, the directions of land slope and thus drainage were essentially the same as at present. Consequently, the deposits, parts of which comprise aquifers, have a regional dip to the south and southwest. The natural regional movement of water in the aquifers was downdip before the advent of large-scale pumping.

The areal extent of the shallow Point Bar Aquifers is shown on the published cross-sections of aquifers presented as Exhibit 15. The location of the Little Gypsy Plant is also projected onto the cross sections. As is evident from these sections, the Point Bar Aquifers are generally present from ground surface to a depth of approximately 150 to 200 feet bgs. However, no Point Bar Aquifers are present in the immediate vicinity of the Little Gypsy Plant. The direction and rate of groundwater flow of these aquifers are therefore not relevant to the Oily Waste Pond.

The Gramercy Aquifer is present at a depth of approximately 200 feet bgs in the vicinity of the Little Gypsy Plant. However, near the Plant, the aquifer thickness is unknown, as shown on Exhibit 15. The areal extent of this aquifer is also shown on these cross-sections.

521.F. Facility Plans and Specifications. Standards governing facility plans and specifications are contained in LAC 33:VII.713.B (Type I and II surface impoundments). Standards for groundwater monitoring are contained in LAC 33:VII.709.E (Type I and II facilities).

521.F.1. Certification. The person who prepared the permit application must provide the following certification:

"I certify under penalty of law that I have personally examined and I am familiar with the information submitted in this permit application and that the facility as described in this permit application meets the requirements of the solid waste rules and regulations. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment."

The preparation of this permit application was supervised by Terri L. Blackmar, P.E. of Earth Tech, Inc. Ms. Blackmar's certification is presented in Exhibit 16 (LAC 33:VII.713.B.1.).

521.F.2. The following information on plans and specifications is required for Type I and II facilities:

- a. detailed plan-view drawing(s) showing original contours, proposed elevations of the base of units prior to installation of the liner system, and boring locations;**

A plan-view map showing the original ground surface contours of the Little Gypsy Plant is shown on the Site Vicinity Map in Exhibit 2. As shown on Exhibit 2, the original site contours ranged from approximately 10 to 15 feet NGVD. A detailed plan view drawing of the Oily Waste Pond showing design construction elevations is presented as Exhibit 17. The Oily Waste Pond was constructed using select fill material and does not have a composite liner system. This Pond is an existing facility which was constructed prior to the existence of the composite liner system standards. However, as discussed in the response to LAC 33:VII.521.D.1.a, the Oily Waste Pond was excavated in natural in-situ clays (CH) with horizontal and vertical permeabilities estimated to range from approximately 1×10^{-7} cm/sec to 1×10^{-8} cm/sec. The locations of borings performed in the general vicinity of the Oily Waste Pond are shown on Exhibit 3.

- 521.F.2. b. detailed drawings of slopes, levees, and other pertinent features; and**

Cross-sections and a detailed plan view of the Oily Waste Pond are shown on Drawing No. G-1516-B in Exhibit 17, which provides details of slopes, levees, and other features.

- 521.F.2. c. the type of material and its source for levee construction. Calculations shall be submitted demonstrating that an adequate volume of material is available for the required levee construction.**

The Oily Waste Pond is located in an area that is protected from the 100-year flood, therefore, levee construction was not required (LAC 33:VII.713.B.2).

- 521.F.4. The following information on plans and specifications for the prevention of groundwater contamination must be submitted for Type I and II facilities:**

- a. representative cross-sections and geologic cross-sections showing original and final grades, approximate dimensions of daily fill and cover, drainage, the water table, groundwater conditions, the location and type of liner, and other pertinent information;**

Cross sections showing original and final grades, groundwater elevation and levee slopes are presented in Exhibit 17. Daily fill and cover are not applicable to the existing surface impoundment and are therefore not shown on the drawings. Groundwater conditions are discussed in response to LAC 33:VII.E.1.a. of this application.

- 521.F.4. b. a description of the liner system which shall include: calculations of anticipated leachate volumes, rationale for particular designs of such systems, and drawings; and**

The Oily Waste Pond received waste prior to February 1, 1993, therefore, this requirement does not apply (LAC 33:VII.713.B.3.). However, the in-situ clays surrounding the Pond have estimated horizontal and vertical permeabilities of approximately 1×10^{-7} to 1×10^{-8} cm/sec, based on geotechnical testing results obtained from the same clay in boring B-1 (8 to 10 feet bgs). In addition, the construction drawing presented as Exhibit 17 shows a minimum one-foot thick clay bottom liner in the Pond.

- 521.F.4. c. a description of the leachate collection and removal system, which shall include calculations of anticipated leachate volumes, rationale for particular designs of such systems, and drawings.**

There is no leachate collection and removal system since the Oily Waste Pond is a surface impoundment, therefore, this regulation is not applicable.

- 521.F.5. The following information on plans and specifications for groundwater monitoring must be provided for Type I and II facilities:**

- 521.F.5. a. a minimum of three piezometers or monitoring wells in the same zone must be provided in order to determine groundwater flow direction;**

As part of the RUST E&I field investigation conducted in March 1994, six temporary piezometers (P-1 through P-6) were installed in the upper water-bearing zone (Stratum II) around the Oily Waste Pond and the nearby Metal Cleaning Waste Ponds at the locations shown on Exhibit 3. These temporary piezometers were screened from approximately 7 to 16 feet bgs. Construction details of temporary piezometers P-1 through P-6 are provided in Appendix C. Groundwater levels were measured in these piezometers on August 3 and 4, 1994 to determine the direction of groundwater flow. A potentiometric map, developed using these measured groundwater levels, is presented as Exhibit 14. This map indicates that groundwater flow is to the east in this permeable zone (Stratum II).

In April 1996, RUST E&I installed five additional piezometers as a temporary groundwater monitoring network for the closed Metal Cleaning Waste Pond and Low Volume Waste Ponds located at the site. These piezometers were also screened in Stratum II (Permeable Zone B). Information obtained from the borings installed for these piezometers, designated PZ-1 through PZ-5, has been included in the site geological characterization presented in Section 521.D of this application. A potentiometric map, developed from water level measurements obtained in these piezometers in April 1996, is presented on Figure 14 in Appendix C. As indicated by this map, the direction of groundwater flow in this zone is to the south and east.

In response to a Notice of Deficiency (NOD) issued by the LDEQ, Entergy installed four monitoring wells in the vicinity of the Oily Waste Pond in January 2001 to further delineate the geology and subsurface hydrology beneath the facility and to improve the groundwater monitoring system for the facility. The borings and monitoring wells were installed to depths of 16 to 22 feet bgs in Zone B (Stratum II). A potentiometric map from data for

these wells is provided on Figure 10 in Appendix C. According to the potentiometric map, groundwater flow in the vicinity of the Oily Waste Pond appears to be toward (into) the Pond from the southwest and northeast, indicating that the Pond is a discharge point for shallow groundwater.

However, the groundwater flow direction is expected to vary due to the rising or falling stages of the nearby Mississippi River.

- 521.F.5. b. for groundwater monitoring wells, cross-sections illustrating construction of wells, a scaled map indicating well locations and the relevant point of compliance, and pertinent data on each well, presented in tabular form, including drilled depth, the depth to which the well is cased, screen interval, slot size, elevations of the top and bottom of the screen, casing size, type of grout, ground surface elevation, etc;**

The locations of groundwater monitoring wells are shown on Exhibit 2. The monitoring wells MW-1, MW-2, MW-3, and MW-4 were installed at the relevant point of compliance for the Oily Waste Pond, as shown on Exhibit 2. In accordance with LAC 33:VII.709.E.1, the relevant point of compliance is located within 150 meters from the Pond on the south and west sides and is approximately 40 feet from the Pond on the north and east (property lines). Wells MW-1 and MW-2 will monitor groundwater quality upgradient of the Oily Waste Pond and wells MW-3 and MW-4 will monitor groundwater quality downgradient of the Pond while the groundwater flow direction is to the east. If the groundwater flow direction changes to the west due to the falling stage of the nearby Mississippi River, the wells MW-1 and MW-2 will monitor groundwater quality downgradient of the Oily Waste Pond and wells MW-3 and MW-4 will monitor groundwater quality upgradient of the Pond.

Pertinent data on each well such as well construction information, drilled depth, casing depth, screened interval, slot size, casing size, grout type, and elevations are provided on Table 1 in Appendix C, along with well construction diagrams.

- 521.F.5. c. a groundwater monitoring program including a sampling and analysis plan that includes consistent sampling and analysis procedures that ensure that monitoring results provide reliable indications of groundwater quality;**

Groundwater monitoring will be performed in accordance with the Groundwater Sampling and Analysis Plan (in Appendix D) developed for

the monitoring wells installed around the Oily Waste Pond. The Groundwater Sampling and Analysis Plan includes the procedures for sample collection, preservation and shipment, chain of custody control, and quality assurance/quality control, as required by LAC 33:VII.709.E.2.b.i.-iv. The sampling and analysis plan also includes the selection of parameters to be sampled and analyzed during each event, analytical methods to be employed (from SW-846), the sampling frequency during detection monitoring, the statistical methods which may be used in evaluating the groundwater monitoring data, and the practical quantitation limit (PQL) for each parameter, as specified in LAC 33:VII.709.E.2.b. and c.i.-v. The most appropriate method will be selected for the analyses of the data.

The monitoring program for the surface impoundment includes obtaining samples from upgradient wells (MW-1 and MW-2) and downgradient wells (MW-3 and MW-4) for groundwater flow to the east, upgradient wells (MW-3 and MW-4) and downgradient wells (MW-1 and MW-2) for groundwater flow to the west, and performing analysis for polynuclear aromatic hydrocarbons (PNAs), pH, and specific conductance. These constituents are intrinsic to the waste that has entered the Oily Waste Pond. The preservation, container specification, analytical methods, and holding times for each parameter is described in the Sampling and Analysis Plan. The analytical results from each sampling event will be evaluated and discussed in a report to the LDEQ, Solid Waste Division, submitted within 30 days of the sampling event.

- 521.F.5. d. for an existing facility, all data on samples taken from monitoring wells in place at the time of the permit application must be included. (If this data exists in the department records, the administrative authority may allow references to the data in the permit application.) For an existing facility with no wells, groundwater data shall be submitted within 90 days after the installation of monitoring wells. For a new facility, groundwater data (one sampling event) shall be submitted before waste is accepted;**

Four monitoring wells, MW-1 through MW-4, were installed at the point of compliance around the Oily Waste Pond to depths of 16 to 22 feet bgs in January 2001, in response to an NOD issued by the LDEQ.

These wells were monitored on a quarterly basis from 2001 through mid-2003, and then on a semiannual basis. The quarterly and semiannual groundwater monitoring reports have been submitted to the LDEQ and are on file at the Department.

- 521.F.5. e. a plan for detecting, reporting, and verifying changes in groundwater; and**

A Groundwater Sampling and Analysis Plan is presented in Appendix D, which includes a plan for detecting, reporting, and verifying changes in groundwater (LAC 33:VII.709.E.3.b.). This Plan identifies the constituents to be analyzed for the detection monitoring program, describes reporting requirements, and also describes the various statistical analyses which may be employed to evaluate the groundwater data.

- 521.F.5. f. the method for plugging and abandonment of groundwater monitoring systems.**

After completion of service, groundwater monitoring wells will be plugged and abandoned in accordance with all applicable state requirements. Currently, these regulations are included in LAC 33:VII.709.E.1.e and the guidelines provided in "Water Well Rules and Regulations, State of Louisiana" as adopted by the Louisiana Department of Transportation and Development, Water Resources Section, and in the "Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook," prepared by the Louisiana Department of Transportation and Development, December, 2000, or most recent version (LAC 33:VII.709.E.1.e.).

- 521.F.6. The facility plans and specifications for Type I and II landfills and surface impoundments (surface impoundments with on-site closure and a potential to produce gases) must provide a gas collection and treatment or removal system.**

A gas collection and treatment or removal system is not planned for the Little Gypsy Plant because the facility is a surface impoundment (LAC 33:VII.713.B.4.).

521.G. Facility Administrative Procedures. Standards governing facility administrative procedures are contained in LAC 33:VII.713.C (Type I and II surface impoundments).

521.G.1. The following information on administrative procedures is required for all facilities:

521.G.1. a. recordkeeping system; types of records to be kept; and the use of records by management to control operations;

Records will be maintained during the life of the impoundment and will be kept on file for at least three years after closure (LAC 33:VII.713.C.1). The following routine management and administrative records and documentation will be maintained and these records will be made available to LDEQ officials during facility inspections:

- (1) Copy of the approved Solid Waste Permit;
- (2) Copy of the current Louisiana Solid Waste Rules and Regulations;
- (3) Solid Waste Annual Reports; an annual report stating amounts and types of waste handled during the permit maintenance period will be submitted to the Administrative Authority, in accordance with LAC 33:VII.713.C.1.a.i.-v.;
- (4) Wastewater Discharge Monitoring Reports; LPDES records on the wastewater treatment system discharge through outfalls to Lake Pontchartrain are maintained. LPDES discharge parameters and flow monitoring results are submitted to the LDEQ and EPA as required by the State and EPA discharge permits. These Discharge Monitoring Reports (DMR) will be maintained on file;
- (5) Monitor Well Installation Reports for wells associated with the Oily Waste Pond;
- (6) Groundwater monitoring results, laboratory reports, chain-of-custody forms and semi-annual reports submitted to the LDEQ pursuant to LAC 33:VII.709.E.3.e and LAC 33:VII.521.F.5.d. for the groundwater monitoring network associated with the Oily Waste Pond;
- (7) Disposal records of any solid waste (i.e., sludges) removed from the permitted solid waste facility;

- (8) Copies of routine operating logs, inspection logs, and quality assurance/quality control records;
- (9) A copy of the construction report and drawings prepared for the original construction of the Oily Waste Pond;
- (10) A copy of operator training programs;
- (11) A copy of any permit modifications (LAC 33:VII.713.C.1.b.iii.d);
- (12) A copy of all monitoring, testing, or analytical data (LAC 33:VII.713.C.1.b.iii.l);
- (13) Copies of post-closure monitoring reports (LAC 33:VII.713.C.1.b.iii.o); and
- (14) Copies of all documents received from or submitted to the Solid Waste Division (LAC 33:VII.713.C.1.b.iii.p).

These records will be used by the Little Gypsy Plant to document waste volumes generated, groundwater quality, and operation and maintenance of the facility.

521.G.1. b. an estimate of the minimum personnel, listed by general job classification, required to operate the facility; and

The minimum personnel, required to operate the surface impoundment include a Chemist/Environmental Specialist responsible for routine inspection and recordkeeping and an Operations Supervisor. Plant operations personnel routinely inspect the surface impoundment and report any irregularities to the shift supervisor (LAC 33:VII.713.C.2.).

The Little Gypsy Plant is operated 24 hours per day, 365 days per year, and employs 38 employees. Administrative business hours are from 6:00 a.m. to 5:30 p.m. Operations personnel work 12-hour shifts, and at least two operations personnel are present on site at all times.

521.G.1. c. maximum days of operation per week and per facility operating day (maximum hours of operation within a 24-hour period).

The surface impoundment is operated continuously 24 hours-per-day, 7 days per week.

521.G.2. Administrative procedures for Type II facilities shall include the number of facility operators certified by the Louisiana Solid Waste Operator Certification and Training Program (R.S. 37:3151 et seq.).

The surface impoundment is a Type I facility, therefore, this requirement does not apply.

521.H. Facility Operational Plans. Standards governing facility operational plans are contained in LAC 33:VII.713.D. (Type I and II surface impoundments).

521.H.1. The following information on operational plans is required for all facilities:

- a. types of waste (including chemical, physical, and biological characteristics of industrial wastes generated on-site), maximum quantities of wastes per year, and sources of waste to be processed or disposed of at the facility;**

The Oily Waste Pond is designed to remove oil or oil-contaminated particles from wastewater prior to discharging effluent from the site in compliance with the Plant's LPDES Permit. The Oily Waste Pond receives wastewater from Units 1 and 2 Sand Filter Backwash, Unit 2 Powdex Unit, Units 1 and 2 Clarifier Blowdown, and Units 1, 2, and 3 Area Drains and Oily Waste Drains, and Unit 1 Solka Floc Filters. Annually, the Oily Waste Pond receives a maximum of approximately 683 wet tons of waste. The Oily Waste Pond serves as an API-type gravity Separator. At periodic intervals, the lighter suspended oils that rise to the Pond's surface are removed for off-site disposal. The water which contains emulsified and/or heavy oils is pumped into the Oil Separator. The Oil Separator separates the oils by re-circulation and air injection. Treated effluent from the Oil Separator flows through a turbine flow meter to the permitted LPDES Outfall 002, and then to the East Ditch. The oils separated in the Oil Separator are skimmed from the surface and pumped to a Slop Oil Tank for disposal. Sludge which accumulates in the bottom of the Separator is pumped to the Oily Waste Pond for later disposal. A flow diagram of this process is provided as Exhibit 9.

The constituents in the wastewater and sludge described above include oil and grease and suspended solids. Hazardous waste characterization analyses were performed on a composite sludge sample obtained from the Oily Waste Pond, which included toxicity analysis using TCLP testing methodologies for volatiles (method 8240), semi-volatiles (method 8270), metals (methods 6010 and 7470), PCBs (method 8080), reactivity (method 9010/9030), ignitability (method 1010), and the free liquids (or paint filter) test (method 9095). The results of these analyses are summarized as Exhibit 18. As is evident from the analytical data, barium was the only constituent detected in the sludge sample. Barium was detected at 0.65 mg/l, which is far below the regulatory limit of 100 mg/l barium for hazardous characterization. The sludge is therefore not hazardous. The analytical results obtained from the TCLP testing of the Oily Waste Pond sludge are presented in Appendix E.

The receipt of hazardous waste shall be strictly prohibited and prevented. Any other wastes that present special handling or disposal problems may be excluded by the administrative authority (LAC 33:VII.713.D.1.a).

521.H.1. b. waste-handling procedures from entry to final disposition, which could include shipment of recovered materials to a user;

The Oily Waste Pond is designed to remove oil or oil-contaminated particles from wastewater prior to discharging in compliance with the LPDES permit. The surface impoundment receives wastewater generated from Units 1 and 2 Sand Filter Backwash), Unit 2 Powdex Unit, Units 1 and 2 Clarifier Blowdown, Area Drains from Units 1, 2, and 3, Oily Waste Drains from Units 1, 2, and 3, and Unit 1 Solka Flocc Filters.

The Oily Waste Pond serves as a gravity separator. A flow diagram of this type of waste-handling process is presented in Exhibit 9 and a brief description is provided below.

At periodic intervals, the lighter suspended oils that rise to the impoundment's surface are removed. The contaminated water which contains emulsified and heavy oils is pumped via two feed pumps into the Oil Separator, which functions to separate the oils by recirculation and air floatation. Recirculation in the Separator is provided by a recycle pump through the Detention Tank. The oils separated in the Oil Separator rise to the top of the process tank and are skimmed from the surface and subsequently pumped into a Slop Oil Tank by Recovery Oil Pumps for disposal. The minimal amount of sludge that accumulates in the bottom of the Separator is pumped to the surface impoundment by two Sludge Pumps. The oil in the holding tank floats at the surface while the water flows out through a drain at the bottom of the tank returning to the Oily Waste Pond. The oil is then removed from the holding tank and disposed of by an oil recycling company.

The effluent water is discharged from the Oil Separator through a turbine flow meter, then to the permitted outfall LPDES 002. The East Ditch conveys the treated effluent off-site and it eventually discharges to Lake Pontchartrain. Treated effluent from the Oily Waste Pond will be monitored in accordance with the LPDES permit requirements.

521.H.1. c. minimum equipment to be furnished at the facility;

The operation of the facility does not require any special equipment or machinery other than the oil/water separator and the pumps and tanks described in the previous response. However, minimal equipment may be necessary for maintenance of the facility during inspections (LAC 33:VII.713.D.4).

521.H.1. d. plan to segregate wastes, if applicable;

All wastewater treated in the surface impoundment is consistent in composition and compatible in nature; therefore, segregation of wastewater is not required. The (oil/water) segregation of wastewater within the process system is described in the response to LAC 33:VII.521.H.1.b.

521.H.1. e. procedures planned in case of breakdowns, inclement weather, and other abnormal conditions (including detailed plans for wet-weather access and operations);

Breakdowns and other abnormal conditions are not anticipated because the operation of the surface impoundment system does not require external operating machinery. If equipment, such as a pump, were to breakdown, the equipment will be repaired immediately or replaced. Temporary equipment may be employed, if needed, to maintain operation of the Pond. The operation of the surface impoundment is not affected by inclement weather conditions (LAC 33:VII.713.D.2.c) since wastewater is routed to the Pond via pipelines.

In accordance with LAC 33:VII.713.D.3.b, the Oily Waste Pond is designed, constructed, maintained, and operated to prevent overtopping by overfilling, wave action, or action of storms. A minimum two feet of freeboard is maintained in the pond at all times, which will accommodate the 25-year, 24-hour storm event without overtopping. No other special provisions or operational changes are needed during wet weather.

If a leak is found in the impoundment, the administrative authority shall be notified, in accordance with LAC 33:I.Subpart 2., as stated in LAC 33:VII.713.D.3.d.

- 521.H.1. f. **procedures, equipment, and contingency plans for protecting employees and the general public from accidents, fires, explosions, etc., and provisions for emergency care should an accident occur (including proximity to a hospital, fire and emergency services, and training programs); and**

The site Emergency Response Plan, which provides guidelines for plant personnel during emergency situations, is provided in Appendix B (LAC 33:VII.713.D.5.a). This plan outlines facility operations and emergency procedures to be followed in case of a fire, explosion, or other emergencies and has been filed with the administrative authority, the local fire department, and the closest hospital or clinic. This plan will be updated annually or when implementation demonstrates that a revision is needed (LAC 33:VII.713.D.5.a).

In brief, the safety requirements to protect employees and the general public are as follows: the general public are not allowed in the surface impoundment area; fire and explosion protection is provided by a plant emergency organization that reacts to an emergency alarm in the facility. There are typically trained CPR and first aid personnel available. In addition, in accordance with LAC 33:VII.713.D.5.b, training sessions concerning the procedures outlined in the Emergency Response Plan shall be conducted annually for all employees working at the facility. A copy of the training program shall be filed with the administrative authority. The location and identification of the nearest hospital and assisting fire, emergency response, and police services has been provided in the response to LAC 33:VII.521.B.1.d.

General safety issues, including training requirements as required by LAC 33:VII.713.D.5.b, are conveyed to all facility personnel by the Energy Supply-Fossil Safety Manual which is provided for all facility personnel.

The wastewater in the surface impoundment does not have ignitable or explosive characteristics, therefore, the wastewater in the impoundment presents no threat of unplanned releases that would require emergency responses. Additionally, open burning is not allowed at the facility, which would prevent a source for unexpected ignition or combustion (LAC 33:VII.713.D.1.b).

The nearest hospital, fire department, and hazardous materials unit were notified by certified mail of the potential hazards of the site and of the emergency response activities that will be implemented during a possible emergency. All emergency response personnel will be required to meet the minimum professional competency standards for hazardous material

incidents as required by NFPA 472 and NFPA 473. Certification statements received from the emergency response personnel, stating that they meet the applicable response requirements, are presented in Appendix B.

521.H.1. g. provisions for controlling vectors, dust, litter, and odors.

The Oily Waste Pond does not produce litter, dust, odor, or provide harborage for vectors, therefore, provisions for controlling these conditions are not required.

521.H.2. The following information on operational plans is required for Type I and II facilities:

- a. a comprehensive operational plan describing the total operation, including (but not limited to) inspection of incoming waste to ensure that only permitted wastes are accepted; traffic control; support facilities; equipment operation; personnel involvement; and day-to-day activities. A quality-assurance/quality-control [QA/QC] plan shall be provided for facilities receiving industrial waste; domestic-sewage sludge; incinerator ash; friable asbestos; nonhazardous petroleum-contaminated media; and debris generated from underground storage tanks [UST], corrective action, or other special wastes as determined by the administrative authority. The QA/QC plan shall include (but shall not be limited to) the necessary methodologies; analytical personnel; preacceptance and delivery restrictions; and appropriate responsibilities of the generator, transporter, processor, and disposer. The QA/QC plan shall ensure that only permitted, nonhazardous wastes are accepted;**

A comprehensive Operational Plan which describes the operation of the surface impoundment, the waste inspection and testing procedures, personnel monitoring activities, and equipment operation is presented in Appendix F. The Operational Plan has been developed in accordance with the provisions in LAC 33:VII.713.D.2 and in accordance with the applicable operation standards presented in LAC 33:VII.713.D.3.

The wastewater treated at the Little Gypsy Plant is generated on site and is nonhazardous, therefore, a QA/QC plan is not required (LAC 33:VII.713.D.1.e).

521.H.2. b. salvaging procedures and control, if applicable; and

The wastewater treated in the Oily Waste Pond does not contain salvageable items, therefore, salvaging control is not applicable (LAC 33:VII.713.D.1.c).

521.H.2. c. scavenging control.

The wastewater treated in the Oily Waste Pond does not contain scavenging characteristics, therefore, scavenging control is not applicable (LAC 33:VII.713.D.1.d).

521.H.7. The operational plans for Type I and II facilities receiving waste with a potential to produce gases must include a comprehensive air monitoring plan.

A gas collection system is not required for the Oily Waste Pond because the facility is a surface impoundment (LAC 33:VII.713.D.3.a).

521.I. Implementation Plan. Standards governing implementation plans are contained in LAC 33:VII.709.D (Type I and II facilities).

521.I.1. The implementation plans for all facilities must include the following:

- 521.I.1. a. a construction schedule for existing facilities which shall include beginning and ending time-frames and time-frames for the installation of all major features such as monitoring wells and liners. (Time-frames must be specified in days, with day one being the date of standard permit issuance); and**
- b. details on phased implementation if any proposed facility is to be constructed in phases.**

No construction schedule has been proposed because the Oily Waste Pond is an existing facility and no future construction activities are anticipated (LAC 33:VII.709.D.1.). The proposed monitoring wells will be installed within 30 days following LDEQ approval of the Groundwater Sampling and Analysis Plan. Sampling of the wells will proceed in accordance with the Groundwater Sampling and Analysis Plan, presented in Appendix D.

521.I.2. The implementation plans for Type I and II facilities must include a plan for closing and upgrading existing operating areas if the application is for expansion of a facility or construction of a replacement facility.

No implementation plan has been included in this permit application because the facility is existing and no upgrading or expansion activities are planned (LAC 33:VII.709.D.2.).

521.J. Facility Closure. Standards governing facility closure are contained in LAC 33:VII.713.E (Type I and II surface impoundments).

521.J.1. The closure plan for all facilities must include the following:

521.J.1. a. the date of final closure;

The date of final closure of the Oily Waste Pond is not known at this time. However, a Closure Plan will be submitted to the LDEQ before closure is planned. The Department will also be notified, in writing at least 90 days before closure, of intent to close the Pond. The notification will include the date of planned closure and any changes requested in the approved closure plan, closure schedule, or the estimated cost of closure (LAC 33:VII.713.E.1.a.).

521.J.1. b. the method to be used and steps necessary for closing the facility; and

The Oily Waste Pond will be clean-closed in general accordance with the following steps:

- the liquids contained in the Pond will be pumped to a wastewater treatment system, if needed, and discharged through a permitted outfall following treatment, in accordance with LAC 33:VII.713.E.3.a;
- in accordance with LAC 33:VII.713.E.b.i, the constituents in the wastewater and sludge that have entered the Pond include oil and grease and suspended solids. As is evident from the analytical data, barium was the only constituent detected in the sludge sample. Barium was detected at 0.65 mg/l, which is far below the regulatory limit of 100 mg/l barium for hazardous characterization.
- the sludge and upper contact soils remaining in the Pond will be solidified using fly ash or other suitable solidification agent. Any additional liquid formed during the solidification process will be treated, if necessary, and discharged through a permitted outfall;
- the solidified sludge and visibly stained contact soils in the bottom and sidewalls will be removed from the Pond and transported to a solid waste landfill permitted to accept industrial nonhazardous solid waste. The facility used for disposal of the excavated waste will be identified in the Closure Plan (LAC 33:VII.713.E.3.b.viii). All visible waste and contaminated soils will be removed from the Pond;

- the LDEQ Solid Waste Division will be notified, at least 72 hours prior to sampling, that the waste has been removed from the Pond and verification sampling is scheduled to take place. The LDEQ may be represented at the site during verification sampling;
- verification samples will be obtained from the bottom and sidewalls of the Pond, in accordance with LAC 33:VII.713.E.3.b.v., composited, and analyzed for the indicator parameters (LAC 33:VII.713.E.3.b.ii) identified in the Closure Plan. Details of the procedures and methods to be employed for verification sampling and analysis will be provided in a Verification Sampling and Analysis Plan (LAC 33:VII.713.E.3.b.iv), which will be submitted to the LDEQ as part of the Closure Plan at least 90 days prior to closure;
- sampling and analysis of uncontaminated soils in the general area of the facility for a determination of background levels using the indicator parameters selected. A diagram showing the location of the area proposed for the background sampling, along with a description of the sampling and testing methods, will be provided, in accordance with LAC 33:VII.713.E.3.b.iii;
- the analytical results obtained for verification samples will be evaluated to determine if clean closure has been achieved, based on comparison to approved clean-closure levels. Concentrations of the selected parameter(s) of the bottom and sideslope samples of the facility must be equal to or less than the background sample to meet clean closure criteria (LAC 33:VII.713.E.3.b.v). Excavation will continue until the analytical results for the verification samples meet the clean-closure criteria, unless Entergy determines at the time of excavation that the required volume to be removed will be excessive. In this event, excavation will cease until an approved alternative closure level is achieved, in accordance with LAC 33:VII.713.E.4, or an alternative closure method is approved;
- following verification of clean closure, the Pond will be backfilled to grade with fill material, graded to avoid ponding, and seeded.
- the LDEQ will be notified in writing that clean closure is complete so that a final inspection can be performed (LAC 33:VII.713.E.3.b.viii) before backfilling takes place. Within 60 days following completion of closure, Entergy will submit a closure certification letter signed by a registered professional engineer

stating that the impoundment has been closed in accordance with the approved Closure Plan. The closure certification will include the analyses performed to confirm that clean closure has been achieved (LAC 33:VII.713.E.3.b.vi).

If solid waste remains at the facility, the closure and post-closure requirements for industrial (Type I) solid waste landfills shall apply (LAC 33:VII.713.E.3.c). Even if closed in place, the facility does not have the potential to generate gas, and therefore a gas collection and treatment or removal system is not required (LAC 33:VII.713.E.2.a).

- 521.J.1. c. the estimated cost of closure of the facility, based on the cost of hiring a third party to close the facility at the point in the facility's operating life when the extent and manner of its operation would make closure the most expensive.**

A preliminary cost estimate for clean closure of the Oily Waste Pond is presented in Appendix G. The estimated costs shown are based on performing closure in accordance with the methods and procedures described in the preceding response (LAC 33:VII.713.E.1.c.).

- 521.J.2. The closure plan for Type I and II landfills and surface impoundments must include:**

- 521.J.2. a. a description of the final cover and the methods and procedures used to install the cover;**

The Oily Waste Pond at the Little Gypsy Plant will be clean-closed, therefore, this requirement does not apply.

- 521.J.2. b. an estimate of the largest area of the facility ever requiring a final cover at any time during the active life;**

The Oily Waste Pond at the Little Gypsy Plant will be clean-closed, therefore, this requirement does not apply.

- 521.J.2. c. an estimate of the maximum inventory of solid waste ever on-site over the active life of the facility; and**

The largest inventory of solid waste ever on-site during the active life of the impoundment is equivalent to the maximum volume of the impoundment. The Oily Waste Pond has a total volume of approximately four million gallons, which is the largest volume of solid waste on site during operation of the Pond. This volume includes predominantly wastewater that is treated in the Pond, since very little sludge accumulates in the Oily Waste Pond.

The annual solid waste reports indicate that an average of approximately 683 wet tons of sludge accumulates in the Oily Waste Pond each year. In 1994, the thickness of sludge measured in the impoundment by Rust E&I was used to calculate the volume of sludge that had accumulated during the 16-year operational period of the Pond. The sludge volume was calculated as approximately 4,898 cubic yards, or 5,036 wet tons. The total capacity of the Oily Waste Pond is approximately 16,674 wet tons (or 4 million gallons).

- 521.J.2. d. a schedule for completing all activities necessary for closure.**

A schedule for completing all closure activities will be submitted to the LDEQ in the Closure Plan.

- 521.J.3. The closure plan for all Type I and II facilities and Type III woodwaste and construction/demolition debris facilities shall include the following:**

- 521.J.3. a. the sequence of final closure of each unit of the facility, as applicable;**

The sequence of final closure for the Oily Waste Pond is described in LAC 33:VII.521.J.1.b.

- 521.J.3. b. a drawing showing final contours of the facility; and**

At this time, clean closure is planned for the Oily Waste Pond, therefore, this requirement does not apply. After clean closure has been achieved, the impoundment will be backfilled to grade and seeded to establish vegetation.

521.J.3.

- c. a copy of the document that will be filed upon closure of the facility with the official parish recordkeeper indicating the location and use of the property for solid waste disposal, unless the closure plan specifies a clean closure.**

Clean closure is anticipated for the Oily Waste Pond at this time, therefore, this requirement does not apply. However, if any solid waste remains at the facility following closure, the appropriate documentation will be filed with the St. Charles Parish recordkeeper.

521.K. Facility Post Closure. Standards governing post-closure requirements are contained in LAC 33:VII.713.F (Type I and II surface impoundments).

521.K.1. The post-closure plan for all facilities must include the following:

521.K.1. a. specification of the long-term use of the facility after closure, as anticipated; and

The Oily Waste Pond will be clean-closed, therefore, there are no post-closure requirements, in accordance with LAC 33:VII.713.E.3.b. Therefore, this regulation is not applicable.

521.K.1. b. the cost of conducting post-closure of the facility, based on the estimated cost of hiring a third party to conduct post-closure activities in accordance with the closure plan.

The Oily Waste Pond will be clean-closed, therefore, there are no post-closure requirements, in accordance with LAC 33:VII.713.E.3.b. Therefore, this regulation is not applicable.

521.K.2. The post-closure plan for Type I and II facilities must include the following:

521.K.2. a. the method for conducting post-closure activities, including a description of the monitoring and maintenance activities and the frequency at which they will be performed;

521.K.2. b. the method for abandonment of monitoring systems, leachate collection systems, gas-collection systems, etc.;

521.K.2. c. measures planned to ensure public safety, including access control and gas control; and

521.K.2. d. a description of the planned uses of the facility during the post-closure period.

In accordance with LAC 33:VII.713.E, these regulations do not apply since the Oily Waste Pond will be clean-closed.

521.L. Financial Responsibility. Standards governing financial responsibility are contained in LAC 33:VII.727. A section documenting financial responsibility according to LAC 33:VII.727 which contains the following information, must be included for all facilities:

521.L.1. the name and address of the person who currently owns the land and the name and address of the person who will own the land if the standard permit is granted (if different from the permit holder, provide a copy of the lease or document which evidences the permit holder's authority to occupy the property); or

The land on which the Oily Waste Pond is situated is owned by Entergy Louisiana, Inc., a wholly-owned subsidiary of ENTERGY Corporation.

Entergy Louisiana, Inc.
P. O. Box 61000
L-ENT-5E
New Orleans, LA 70161
ATTN: Frank Harbison

521.L.2. the name of the agency or other public body that is requesting the standard permit; or, if the agency is a public corporation, its published annual report; or, if otherwise, the names of the principal owners, stockholders, general partners, or officers;

The corporation requesting the standard permit for this facility is Entergy Louisiana, Inc. (ELI), a wholly-owned subsidiary of ENTERGY Corporation. A copy of the most recent published Financial Statement for ELI is presented in Appendix H. This report includes the names of the directors and officers of the company.

521.L.3. evidence of liability coverage, including:

521.L.3. a. personal injury, employees, and the public (coverage, carriers, and any exclusions or limitations);

521.L.3. b. property damage (coverage and carrier);

521.L.3. c. environmental risks; and

ELI carries insurance coverage for sudden and accidental occurrences in the amount of \$1,000,000 per occurrence and \$1,000,000 for annual aggregate. Environmental risks are excluded from the liability coverage because the

facility will be clean closed and, therefore, will not expose the environment to any risks. A copy of the certificate of insurance is presented in Appendix H.

521.L.4. evidence of a financial assurance mechanism for closure and/or post-closure care and corrective action for known releases when needed.

Evidence of financial assurance for closure, which is demonstrated using the financial test mechanism, is provided in Appendix H. This documentation includes only costs for closure because the Oily Waste Pond will be clean closed, thereby eliminating the need for post-closure care.

521.M.

Special Requirements

The administrative authority may require additional information for special processes or systems and for supplementary environmental analysis.

This item is discretionary with the Assistant Secretary and, at this time, no additional information has been required.

523. Part III: Additional Supplementary Information

The following supplementary information is required for all solid waste processing and disposal facilities. All responses and exhibits must be identified in the following sequence to facilitate the evaluation:

- A. a discussion demonstrating that the potential and real adverse environmental effects of the facility have been avoided to the maximum extent possible;**

The Oily Waste Pond functions as an element of the Oily Waste Treatment System. As part of this treatment system, the Pond serves to improve the quality of the wastewater that is generated by the Plant. The volume of the Pond is small in comparison to the overall volume of wastewater and run-off treated by the system. A relatively small amount of sludge is generated in the Pond, which may be occasionally removed for off-site disposal. Sludge is removed, as needed, utilizing a flotation barge with a suction pump. The pump removes the sludge from the pond bottom and pumps it to a filter press, with water returned to the pond and filter cake transported off site for disposal.

Treated effluent from the Pond is monitored prior to discharge through a permitted LPDES Outfall. The Oily Waste Pond is monitored by operations personnel to ensure continuous operation. A two-foot freeboard is maintained in the Pond to prevent overflow of wastewater from the unit. In addition, monitoring wells have been installed to monitor the upper permeable zone underlying the Pond. The quality of groundwater is monitored by sampling these wells and analyzing the groundwater for indicator parameters that are intrinsic to the waste. If a release from the unit is detected, the Department will be notified so that adverse effects on the groundwater will be avoided.

The Oily Waste Pond is designed to remove oil or oil-contaminated particles from wastewater prior to discharging effluent from the site in compliance with the Plant's LPDES Permit. The Oily Waste Pond receives wastewater from Units 1 and 2 Sand Filter Backwash, Unit 2 Powdex Unit, Units 1 and 2 Clarifier Blowdown, and Units 1, 2, and 3 Area Drains and Oily Waste Drains, and Unit 1 Solka Floc Filters. Annually, the Oily Waste Pond receives a maximum of approximately 683 wet tons of waste that settles out as sludge. The Oily Waste Pond serves as an API-type gravity Separator. At periodic intervals, the lighter suspended oils that rise to the Pond's surface are removed for off-site disposal. The water which contains emulsified and/or heavy oils is pumped into the Oil Separator. The Oil Separator separates the oils by re-circulation and air injection. Treated effluent from the Oil Separator flows through a turbine flow meter to the permitted LPDES Outfall 002, and then to the East Ditch. The oils separated in the Oil Separator are skimmed from the surface and pumped to a Slop Oil Tank for disposal. Sludge which accumulates in the bottom of the Separator is pumped to the Oily Waste Pond for later disposal.

The specific function of the Oily Waste Pond is to remove oil or oil-contaminated particles and suspended solids from wastewater prior to discharging in compliance with the LPDES permit. The Oily Waste Pond serves as a gravity separator. A flow diagram of this type of waste-handling process is presented in Exhibit 9 and a brief description is provided below.

At periodic intervals, the lighter suspended oils that rise to the impoundment's surface are removed. The contaminated water contains emulsified and heavy oils and is pumped via two feed pumps into the Oil Separator, which functions to separate the oils by recirculation and air floatation. Recirculation in the Separator is provided by a recycle pump through the Detention Tank. The oils separated in the Oil Separator rise to the top of the process tank and are skimmed from the surface and subsequently pumped into a Slop Oil Tank by Recovery Oil Pumps for disposal. The minimal amount of sludge that accumulates in the bottom of the Separator is pumped to the surface impoundment by two Sludge Pumps. The oil in the holding tank floats at the surface while the water flows out through a drain at the bottom of the tank and returns to the Oily Waste Pond. The oil is then removed from the holding tank and disposed of by an oil recycling company.

The effluent water is discharged from the Oil Separator through a turbine flow meter, then to the permitted outfall LPDES 002. The Parshall Flume records the flow measurement on a strip-chart. The water from the Parshall Flume outfalls to the East Ditch. The East Ditch conveys the treated effluent off-site and it eventually discharges to Lake Pontchartrain. Treated effluent from the Oily Waste Pond will be monitored in accordance with the LPDES permit requirements.

The potential adverse environmental effects of the facility include release of the waste to soil and groundwater through leakage, and release of wastewater to surface water through overtopping. The waste does not contain significant levels of volatile compounds and, therefore, air emissions are not a concern. These potential adverse environmental effects would have minimal impact on human health, animals, or vegetation due to the non-hazardous characteristic of the waste. However, the potential environmental effects have been minimized to the maximum extent practicable, by the following measures:

- The pond is constructed in an area with a low-permeability clay and fill material, and has a minimum one-foot thick clay liner in the bottom of the Pond. This material will inhibit the release of waste to soil and groundwater;
- A minimum two-foot freeboard is maintained in the Pond to prevent overtopping;

- The wastewater entering the Pond is controlled and no unauthorized waste is permitted for disposal in the Pond;
- Records of waste testing, groundwater monitoring, maintenance activities, and inspections will be maintained on site;
- No environmentally sensitive areas such as wetlands, archaeological or historic sites, endangered species, swamps, or marshes are located in the immediate vicinity of the Oily Waste Pond;
- Groundwater monitoring is performed to ensure that any release to groundwater is detected at the earliest practicable time, so that measures can be taken to prevent further impact and remediate any soil and groundwater that is impacted.

These measures are sufficient to provide protection for the environment. The only measures that could be taken to provide greater protection for the environment are prohibitively expensive, such as installation of a wastewater treatment system utilizing tanks, or installation of a composite liner system in the pond. The existing Oily Waste Pond would have to be closed or cleaned out, in conjunction with the construction of either of these alternatives. The additional protection offered by a tank system or composite liner system would be minimal, and the cost of obtaining this added protection would be significant.

523. B. a cost-benefit analysis demonstrating that the social and economic benefits of the facility outweigh the environmental-impact costs;

The Little Gypsy Facility provides significant economic benefit to the local economy through its employment of 36 personnel at an average annual income level of \$65,911. Entergy Louisiana, Inc., which owns Little Gypsy Plant, also pays state and local taxes of approximately \$ 71,000,000, which helps to fund a variety of state and local improvement projects. The Facility has provided local social contributions through the construction of a playground/basketball court for area residents. An area along River Road, beyond the Facility property lines, drains to the Oily Waste Pond, which prevents local flooding.

The Oily Waste System at the Little Gypsy Plant provides cost effective, long-term treatment capability for wastewater generated at the Plant. Providing treatment capability at the source of generation is a significant, valuable, and undeniable social benefit, as it minimizes the need to transfer and dispose of waste off-site. No significant environmental impact has been evident to date from operation of the Pond.

A large portion of the Little Gypsy Plant and a portion of River Road outside of the Plant drains to the Oily Waste Pond, which prevents flooding of the area. This stormwater and the wastewater (originating as described in Part 523.A) are treated to remove oil and suspended solids prior to discharge through a permitted outfall. The treatment of the wastewater and stormwater runoff in the Pond is very economical, with the oil removed being collected by an oil recycling company, and a very small quantity of sludge (approximately 683 wet tons/year) being generated in the Pond.

The estimated cost of removing, dewatering, and disposing of the sludge off site, assuming it were performed annually, is less than \$25,000/year (assuming \$20/ton for dewatering and \$30/ton for off-site disposal for approximately 500 dewatered tons). Assuming a 30-year operating life for the Pond, the total cost to annually remove and dispose of accumulated sludge would be approximately \$750,000.

Currently, there is no nearby sewer piping for possible inflow of the site's wastewater. Furthermore, off site disposal of the wastewater that is treated by the Oily Waste Pond would have to be approved by the Publicly-Owned Treatment Works (POTW) accepting the wastewater.

It should be noted that the sludge that accumulates in the Pond is not permanently disposed there, but will eventually be removed, dewatered, and transported off site for disposal at a permitted landfill. Therefore, there is no permanent on site disposal in the Pond, only treatment.

The potential negative environmental impacts are discussed in the response to 523.A above. However, these impacts have been minimized and, therefore, the potential environmental cost associated with the operation of the Pond is also minimal. The use of this existing Pond is very cost effective compared to the design and installation of a tank system (and associated piping) for wastewater treatment. Although this type of system may provide more environmental protection, it would be obtained at a very high cost (as discussed in Part 523.C, below), which would have to be passed on to customers (the general public and industry). In addition, providing on-site treatment and disposal of the solid waste avoids the need to transport the waste off site for treatment and disposal, which would contribute to nuisances such as increased traffic and dust from roadways.

523. C. a discussion and description of possible alternative projects which would offer more protection to the environment without unduly curtailing nonenvironmental benefits;

The Oily Waste Pond was constructed as part of the Oily Waste Treatment System in the 1970s, and represents a typical engineering solution for wastewater treatment. The most feasible alternative for providing treatment of the wastewater

involved is installation of a large tank to replace the Pond. However, designing and constructing a large tank (concrete or steel) for the treatment of wastewater would be a significant expense, but would not offer significantly more protection to the environment. Based on Entergy's experience with tank installations completed for other purposes, the initial capital cost of installing a large tank and associated clarifier to replace the Oily Waste Pond is approximately 40 million dollars. In addition to the tank installation, the existing Pond would have to be temporarily replaced (i.e., drainage rerouted) so that clean closure could be completed, and then could be put back in service as a stormwater pond or could be backfilled. The clean closure of the Pond is estimated to cost approximately 1.25 million dollars (if backfilled). The tank installation would have to be at a different location than the current Pond, since the area of the Pond would not meet the requirements for the tank and clarifier. Therefore, significant piping installation would also be needed to route wastewater to the new tank location. The entire tank installation/Pond closure project cost is estimated to exceed 45 million dollars, which is prohibitively expensive.

A second alternative for treatment of the wastewater is off-site treatment and disposal. Currently, there is no nearby sewer piping for possible disposal of the site's wastewater. Therefore, a large holding tank would have to be installed, and tanker trucks would have to be utilized to transport the wastewater off site for treatment and disposal. Off site disposal of the wastewater would have to be approved by a Publicly-Owned Treatment Works (POTW) or other treatment facility. The estimated capital cost of installing the holding tank is 28 million dollars, and the estimated cost of transporting and disposing of the wastewater is approximately \$0.12/gallon. Although this alternative may provide more environmental protection than the current Pond, it would introduce other undesirable impacts, such as increased traffic and dust, and the potential for an accidental release of waste to the environment. This alternative would be very costly, considering the cost of the storage tank, transportation costs, and off-site treatment and disposal costs.

A third alternative which may offer more protection to the environment is the installation of a composite liner system, consisting of a three-foot thick compacted clay liner overlaid by a 60 mil high density polyethylene liner, in the Oily Waste Pond. This would provide some additional protection against leakage, but would also be very costly to install. The existing pond would have to be clean-closed, with sludge solidified and disposed off site, prior to installing the clay liner. The HDPE liner would have to be protected from ultraviolet radiation and from potentially damaging equipment used to clean out the Pond, to ensure long-term performance. The estimated cost of clean-closing the Pond and installing a composite liner system is approximately \$2.7 million, which is prohibitively expensive considering the minimal risk posed by the Pond. This is not a better alternative than the current Pond because it would require significant cost outlay without offering measurable added environmental protection.

Considering the fact that the Oily Waste Pond improves wastewater and stormwater quality while generating a very small volume of solid waste in the form of sludge, it does not pose a significant risk to the environment from its current operation. Groundwater monitoring performed for the Pond indicates no evidence of environmental impact after over 20 years of operation of the Pond. Therefore, the clay liner previously installed in the Pond is functioning as intended and there is no need for additional protection.

The additional environmental protection offered by each of the above alternatives is very small compared to the cost of adding the protection. In addition, nonenvironmental benefits provided by the existing Oily Waste Pond, such as low-cost treatment and disposal, alleviation of area flooding, reduction in traffic volume on area roadways, and reduction in dust from the operation of the Pond would be curtailed if any of the above alternative projects were developed.

523. D. a discussion of possible alternative sites that would offer more protection to the environment without unduly curtailing nonenvironmental benefits; and

There are no alternative facilities available at the Little Gypsy Plant at this time that would offer more protection to the environment. After over 20 years of operation, the Oily Waste Pond has not impacted the environment, as demonstrated through groundwater monitoring of the facility. If the Oily Waste Pond were closed, a new treatment or storage tank system would have to be constructed to replace the Pond, which would result in a significant expense to ELI without offering significantly more protection to the environment. Likewise, if the Pond liner system were upgraded to a composite liner system, significant cost would be incurred without measurable environmental benefit. In fact, if costly alternative projects were undertaken to replace or upgrade the Pond, the nonenvironmental (i.e., social and economic) benefits to the community would likely be curtailed because the Facility would have less available budget for these other benefits.

The existing Pond is located in an area which is zoned heavy industrial and is not noted for aesthetic beauty or historical or cultural importance. The Pond does not impact any environmentally sensitive areas and is designed to avoid potential impacts.

The area is located in Flood Zone X, which is an area subject to the 500-year and 100-year flood with average depths of less than one foot or with drainage areas of less than one mile. The area is also close enough to the Gulf coast to be vulnerable to hurricanes. However, the area is protected from flooding by levees and a minimum two-foot freeboard is maintained within the Pond, to prevent overtopping. The Oily Waste Pond is not large (or deep) enough for wave action to develop that would exceed the two-foot freeboard.

Although the Oily Waste Pond is located within 200 feet of some residences, it does not create any nuisances such as odors, unwanted light, or noise. The presence of the Pond does not impact the enjoyment and use of the surrounding property.

In 1993, the LDEQ issued an Order to Close or Upgrade the Oily Waste Pond at the Little Gypsy Facility. In subsequent discussions with the LDEQ, it was agreed that the Pond would be "grandfathered" into the system. This meant that the requirements for liner systems pertaining to new facilities constructed after the "upgrade" date of February 1, 1993 (LAC 33:VII.713.B.3) would not apply to this Pond.

523. E. a discussion and description of the mitigating measures which would offer more protection to the environment than the facility, as proposed, without unduly curtailing nonenvironmental benefits.

One possible mitigating measure which would offer more protection to the environment than the existing facility is the installation of a composite liner system in the Pond. However, this could not be accomplished without interrupting the operation of the treatment system and removing the existing sludge and contact soils prior to installation of a liner system. If the treatment system operation were interrupted, temporary handling, storage, and disposal of the wastewater would have to be performed during the interim construction period, which would result in a significant expense to ELI without offering significantly more protection to the environment. The Oily Waste Pond currently contains a minimum one-foot thick clay liner which offers protection to the environment. This liner has provided environmental protection over the more than 20 years of operation of the Pond. Groundwater monitoring has been conducted utilizing wells installed around the Pond for the last several years, and has shown no evidence of environmental impact using the existing liner.

Construction activities of any kind in the vicinity of the Pond would likely create a temporary nuisance (traffic, dust, and noise) for the residents that live near the Pond. If the Oily Waste Pond liner system were upgraded, the residents would have to endure this nuisance with the same end result – a Pond located nearby. They would not observe any noticeable environmental or other benefit from this liner upgrade.

The Oily Waste Pond is operated in a manner that provides the maximum environmental protection at a reasonable cost. The treated water discharged from the Oily Waste Pond is monitored at LPDES discharge point 003, where it must meet discharge limits for total suspended solids, and oil and grease. This monitoring serves as a quality assurance control for verifying the treatment received is adequate.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned -

PHILIP SEYMOUR (or SEYMOUR) and HELEN THOMAS, wife of the said PHILIP SEYMOUR (or SEYMOUR), both persons of the full age of majority and both of whom declared that they have been married but once and then to each other and that they are living and residing together in the Parish of St. Charles, State of Louisiana,

do by these presents hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which they have or may have against all preceding owners, vendors and grantors unto:

LOUISIANA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida, duly authorized to do and doing business in the State of Louisiana, with its principal office in New Orleans, Parish of Orleans, State of Louisiana, herein appearing through and represented by C. C. HAMIS, its duly authorized Vice-President,

here present accepting and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession of, all and singular, the following described property, to-wit:

A certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Montic, Louisiana, which said piece or portion of ground lies partly in Section 10 and partly in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, and in accordance with plan of survey by F. C. Gandolfo, Jr., Surveyor, dated March 31, 1956, (a copy of which is annexed hereto and made a part hereof,) said piece or portion of ground is located and described more specifically as follows:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 468.9 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid township and range, said section line being the westerly section line of Section 10 and the easterly section line of Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Hemecourt dated February 26, 1839, thence fronting on and running along said northerly margin of said Public River Road on a bearing of South 66 degrees 48 minutes 38 seconds East for a distance of 136 feet, thence running North 29 degrees 17 minutes 20 seconds East for a distance of 260.5 feet (236 feet title) to the rear line of said piece or portion of ground, thence running along the rear line of said piece or portion of ground on a bearing of North 65 degrees 50 minutes 43 seconds West for a distance of 135.78 feet, thence

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running South 29 degrees 17 minutes 20 seconds West
for a distance of 262.8 feet (236 feet title) to the
northerly margin of the said Public River Road and the
point of beginning.

Being the same property acquired by Philip Seymour from
George Keller et als by act of sale under private signature
dated May 22, 1943, recorded in Conveyance Book "A" Folio
175, Parish of St. Charles, on May 24, 1943.

PROVIDED, HOWEVER, that vendors hereby reserve unto themselves,
their heirs, successors and assigns, all of the oil, gas, sulphur
and other minerals, like as well as unlike, in, or and underlying
all of the tract of land hereinabove described (and herein sold),
together with the right to use the surface of same for exploring
for, drilling wells and other operations incidental to the taking,
saving, treating, storing, producing and marketing of said minerals;
PROVIDED FURTHER, HOWEVER, that all derricks, structures, improve-
ments and equipment in connection with said minerals herein reserved,
shall be located so as not to unreasonably interfere with buildings,
structures, towers, equipment and improvements of any nature of pur-
chaser, its successors or assigns, then on said tract of land, or
the operation thereof by purchaser, its successors or assigns, and
provided further that prior to the vendors, their heirs, successors
or assigns erecting any such derricks, structures or improvements on
said tract of land, they or it shall so notify the purchaser, its
successors or assigns, and the purchaser, its successors or assigns
shall furnish to vendors, their heirs, successors or assigns its
plan showing the proposed locations of its buildings and structures
of a permanent nature then contemplated by purchaser, its successors
or assigns, and vendors, their heirs, successors or assigns shall
locate their or its well or wells, derricks, buildings, structures
and equipment so as not to unreasonably interfere with the planned
development of said property by purchaser, its successors or assigns.

TO HAVE AND TO HOLD the above described property unto the said
purchaser, its successors and assigns forever.

This sale is made and accepted for and in consideration of the
price and sum of THIRTEEN THOUSAND AND NO/100 (\$13,000.00) DOLLARS, cash,
which the said purchaser has well and truly paid, in ready and current
money to the said vendors, who hereby acknowledge the receipt thereof and
grant full acquittance and discharge therefor.

All State and Parish taxes on the property herein conveyed have
been paid through the year 1955, as appears from tax research certificate
annexed hereto for reference.

By reference to the Certificate of the Clerk of Court and Ex-
Officio Recorder of Mortgages in and for the Parish of St. Charles annexed
hereto for reference, it does not appear that said property is subject
to any encumbrances whatever.

It is further agreed by vendors and purchaser that vendors have and shall have the right and privilege to retain and keep the house , shed and fences presently on the property hereinabove described and sold, provided that vendors remove said house, shed and fences from and off the said property hereinabove described and sold, at the sole expense, liability and responsibility of vendors, within ninety (90) days after the execution of this deed and act of sale, but if said improvements or any part of same have not been so removed within said ninety (90) day period, then at the expiration of said ninety (90) day period said improvements or any portion thereof still remaining on said property shall automatically become the property of purchaser, and vendors shall have no further rights to same or to remove same.

It is further agreed by vendors and purchaser that vendors may continue their occupancy of the property hereinabove described and sold for ninety (90) days from the date of execution of this deed or act of sale, but that thereafter vendors shall have no further rights of occupancy, and the right of occupancy shall belong solely and exclusively to purchaser.

Vendors and purchaser further acknowledge that this sale is made and consummated pursuant to an agreement of sale executed on December 30, 1955, bearing the designation or title "Agreement to Purchase or Sell," and recorded in Conveyance Book 12 Folio 247 of the records of the Parish of St. Charles, Louisiana, on January 11, 1956, and that the execution and consummation of this act of sale constitutes a full compliance by both vendors and purchaser with all obligations assumed by the vendors and purchaser in and under the terms of the aforesaid agreement.

United States Internal Revenue (documentary) Stamps in the amount of Fourteen and 90/100 (\$14.90) Dollars, duly defaced and cancelled, are annexed to ribbon original counterpart hereof, registered and on file in the office of the Clerk of Court and Register of Conveyances for the Parish of St. Charles, State of Louisiana.

IN WITNESS WHEREOF, the said PHILIP SEYMOUR (or SEYMOUR)
and HELEN THOMAS, wife of the said PHILIP SEYMOUR (or SEYMOUR) have
signed and executed these presents in quadruplicate original on this
27th day of April, 1956, in St. Charles Parish, Louisiana, in the
presence of the undersigned competent witnesses.

WITNESSES:

W. K. Kuyler

Philip Seymour (or Seymour)
Philip Seymour (or Seymour)

Melvin F. Schwartzman

Helen Thomas Seymour
Helen Thomas Seymour (or Seymour)

IN WITNESS WHEREOF, the said LOUISIANA POWER & LIGHT COMPANY,
through its aforesaid officer, has signed and executed these presents
in quadruplicate original on this 27th day of April, 1956, in Orleans
Parish, Louisiana, in the presence of the undersigned competent witnesses.

WITNESSES:

Melvin F. Schwartzman

LOUISIANA POWER & LIGHT COMPANY

Walter J. Smith

G. C. Rauls
G. C. Rauls, Vice-President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 27th day of April, 1956, before me, the undersigned authority, a Notary Public in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, personally came and appeared:

PHILIP SEYMOUR (or SEYMOUR)

and

HELEN THOMAS, wife of the said PHILIP SEYMOUR (or SEYMOUR) both to me known and known to me to be the persons described in and who signed and executed the foregoing instrument, and who, after first being duly sworn by me, did declare and acknowledge in the presence of me, said Notary, and the undersigned competent witnesses, that they are the identical persons who signed and executed the above and foregoing deed and act of sale to LOUISIANA POWER & LIGHT COMPANY, that their signatures thereto are their own true and genuine signatures, that they signed and executed said instrument as their own free act and deed, and for the uses, purposes and considerations therein stated, and that they have been married but once and then to each other and they are presently living and residing together in the Parish of St. Charles, State of Louisiana.

THUS DONE AND PASSED on the day and date hereinabove written in the presence of the undersigned competent witnesses, who have herunto subscribed their names, together with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

W. H. Kuper

Melvin J. Schwartzman

Philip Seymour (or Seymour)
Philip Seymour (or Seymour)

Helen Thomas Seymour
Helen Thomas Seymour (or Seymour)
Cor Seymour

B. H. Lueck
Notary Public

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 27th day of April, 1956, before me, the undersigned authority, a Notary Public in and for the Parish of Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared:

G. C. RAWLS

Vice-President of LOUISIANA POWER & LIGHT COMPANY, a Florida Corporation duly qualified to do business in the State of Louisiana, said G. C. RAWLS being to me known and known to me to be the person who signed and executed the foregoing instrument on behalf of LOUISIANA POWER & LIGHT COMPANY, and who, after first being duly sworn by me, Notary, did declare and acknowledge in the presence of me, said Notary, and the undersigned competent witnesses, that he is the identical person who signed and executed, on behalf of LOUISIANA POWER & LIGHT COMPANY, the above and foregoing deed and act of sale from PHILIP SEYMOUR (or SEYMOUR) and HELEN THOMAS, wife of the said PHILIP SEYMOUR (or SEYMOUR), to LOUISIANA POWER & LIGHT COMPANY, that he is Vice-President of LOUISIANA POWER & LIGHT COMPANY and duly authorized to sign and execute said instrument in its behalf, and that he signed and executed said instrument on behalf of LOUISIANA POWER & LIGHT COMPANY as the free act and deed of said corporation, and for the uses, purposes and considerations therein stated.

THUS DONE AND PASSED on the day and date hereinabove written in the presence of the undersigned competent witnesses, who have hereto subscribed their names, together with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Melvin I. Schwartzman

G. C. Rawls

G. C. Rawls
Vice-President
Louisiana Power & Light Company

Walter J. Sullivan

Bartholomew P. Sullivan

NOTARY PUBLIC
BARTHOLOMEW P. SULLIVAN, JR.
Notary Public, Parish of Orleans, State of La.
My Commission is issued for life.

BEST COPY

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PARISH OF ST. CHARLES

5 *Jaqueline P. Poirer* The undersigned authority, certify that *The same and*

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Jaqueline P. Poirer
Clerk of Court and Ex-Officio Register
of Conveyances and Recorder of Mortgages
St. Charles Parish, Louisiana

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... ..

KNOW ALL MEN BY THESE PRESENTS, That the undersigned -

(MISS) MARIE KUGLER, a person of the full age of majority who declared that she is not now and never has been married, and that she resides and is domiciled in the Parish of St. Charles, State of Louisiana,

does by these presents hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which she has or may have against all preceding owners, vendors, and grantors unto:

LOUISIANA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida, duly authorized to do and doing business in the State of Louisiana, with its principal office in New Orleans, Parish of Orleans, State of Louisiana, herein appearing through and represented by G. C. RAMIS, its duly authorized Vice-President,

here present accepting and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession of, all and singular, the following described property, to-wit:

A certain tract of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Monts, Louisiana, which said tract of ground is located in and comprises the westerly portion of Section 10, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, and in accordance with plan of survey by F. C. Gandolfo, Jr. Surveyor, dated March 31, 1956, a copy of which is annexed hereto and made a part hereof, said tract of ground is located and described more specifically as follows:

Commencing at a point on the northerly margin of the Public River Road at its intersection with the section line dividing Sections 10 and 9 of the aforesaid township and range, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and also being the easterly line of Lot 13 of the Plan of J. A. d'Hamecourt dated February 26, 1839, thence fronting on and running along said northerly margin of said Public River Road on a bearing of South 66 degrees 48 minutes 38 seconds East for a distance of 300 feet, thence running North 31 degrees 10 minutes 57 seconds East for a distance of 7,425.41 feet to the rear or forty arpent line, thence running along said rear or forty arpent line on a bearing of North 79 degrees 16 minutes 33 seconds West for a distance of 100 feet to the intersection of said forty arpent line with the aforesaid section line dividing Sections 10 and 9, thence running along said section line dividing Sections 10 and 9 on a bearing of South 32 degrees 45 minutes 00 seconds West for a distance of 7,434.95 feet to the northerly margin of the said Public River Road and the point of beginning;

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said tract of land thus having a frontage of 300 feet on the Public River Road and extending back between convergent lines to the forty arpent line and having a width in the rear on said forty arpent line of 100 feet, and being bounded on its westerly or upriver side by the property of Charles A. Etienne, Sr. and on its easterly or downriver side by the property now or formerly owned by Godchaux Sugars, Inc.; and containing an area of 33.232 acres of land.

Together with any and all right, title or interest which vendor has or may have, if any, in and to the batture between the above-described tract of land and the Mississippi River, and in and to any and all land whatsoever between the northerly margin of said Public River Road and the Mississippi River.

Being the same property acquired by Miss Marie Kugler from Andrew D. Kugler by act of sale passed before C. William Bradley, Notary Public, for the Parish of St. Charles, on July 23, 1942 recorded in Conveyance Book "TT" Folio 449, St. Charles Parish, Louisiana, on July 25, 1942.

PROVIDED, HOWEVER, that vendor hereby reserves unto herself, her heirs, successors and assigns, all of the oil, gas, sulphur and other minerals, like as well as unlike, in, or and underlying all of the tract of land hereinabove described and herein sold, together with the right to use the surface of same for exploring for, drilling wells and other operations incidental to the taking, saving, treating, storing, producing and marketing of said minerals; PROVIDED FURTHER, HOWEVER, that all derricks, structures, improvements and equipment in connection with said minerals herein reserved, shall be located so as not to unreasonably interfere with buildings, structures, towers, equipment and improvements of any nature of purchaser, its successors or assigns, then on said tract of land, or the operation thereof by purchaser, its successors or assigns, and provided further that prior to the vendor, her heirs, successors or assigns erecting any such derricks, structures, or improvements on said tract of land, she or they shall so notify the purchaser, its successors or assigns, and the purchaser, its successors or assigns shall furnish to vendor, her heirs, successors or assigns its plan showing the proposed locations of its buildings and structures of a permanent nature then contemplated by purchaser, its successors or assigns, and vendor, her heirs, successors or assigns shall locate her or their well or wells, derricks, buildings, structures and equipment so as not to unreasonably interfere with the planned development of said property by purchaser, its successors or assigns.

TO HAVE AND TO HOLD the above described property unto the said purchaser, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of FORTY-SIX THOUSAND SEVENTY FIVE AND NO/100 (\$46,075.00) DOLLARS, cash, which the said purchaser has well and truly paid, in ready and current money to the said vendor, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All State and Parish taxes on the property herein conveyed have been paid through the year 1955, as appears from tax research certificate annexed hereto for reference.

By reference to the Certificate of the Clerk of Court and Ex-Officio Recorder of Mortgages in and for the Parish of St. Charles annexed hereto for reference, it does not appear that said property is subject to any encumbrances whatever.

It is further agreed by vendor and purchaser that vendor has and shall have the right and privilege to retain and keep the house, shed and fences presently on the property hereinabove described and sold, provided that vendor removes said house, shed and fences from and off the said property hereinabove described and sold, at the sole expense, liability and responsibility of vendor, within ninety (90) days after the execution of this deed and act of sale, but if said improvements or any part of same have not been so removed within said ninety (90) day period, then at the expiration of said ninety (90) day period said improvements or any portion thereof still remaining on said property shall automatically become the property of purchaser, and vendor shall have no further rights to same or to remove same.

It is further agreed by vendor and purchaser that vendor shall have the right of occupancy of the property hereinabove described and sold for ninety (90) days from the date of execution of this deed or act of sale, but that thereafter vendor shall have no further rights of occupancy, and the right of occupancy shall belong solely and exclusively to purchaser.

Vendor and purchaser further acknowledge that this sale is made and consummated pursuant to an agreement of sale executed on December 29, 1955, bearing the designation or title "Agreement to Purchase or Sell," and recorded in Conveyance Book 12 Folio 247 of the records of the Parish of St. Charles, Louisiana, on January 11, 1956, and that the execution and consummation of this act of sale constitutes a full compliance by both vendor and purchaser with all obligations assumed by the vendor and purchaser in and under the terms of the aforesaid agreement.

United States Internal Revenue (documentary) stamps in the amount of Fifty-one and 15/100 (\$51.15) Dollars, duly defaced and cancelled, are annexed to ribbon original counterpart hereof, registered and on file in the office of the Clerk of Court and Register of Conveyances for the Parish of St. Charles, State of Louisiana.

IN WITNESS WHEREOF, the said (MISS)MARIE KUGLER has signed and executed these presents in quadruplicate original on this 25th day of May, 1956, in St. Charles Parish, Louisiana, in the presence of the undersigned competent witnesses.

WITNESSES:

Max J. Derbes
MAX J. DERBES

Miss Marie Kugler
(Miss) Marie Kugler

Emile Kugler
EMILE KUGLER

IN WITNESS WHEREOF, the said LOUISIANA POWER & LIGHT COMPANY, through its aforesaid officer, has signed and executed these presents in quadruplicate original on this 25th day of May, 1956, in Orleans Parish, Louisiana, in the presence of the undersigned competent witnesses.

WITNESSES:

Melvin I. Schwartzman
MELVIN I. SCHWARTZMAN

LOUISIANA POWER & LIGHT COMPANY

Andrew P. Carter
ANDREW P. CARTER

By *G. C. Balwe*
G. C. Balwe, Vice-President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 25th day of May, 1956, before me, the undersigned authority, a Notary Public in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, personally came and appeared:

(MISS) MAIRE KUGLER

to me known and known to me to be the person described in and who signed and executed the foregoing instrument, and who, after first being duly sworn by me, did declare and acknowledge in the presence of me, said Notary, and the undersigned competent witnesses, that she is the identical person who signed and executed the above and foregoing deed and act of sale to LOUISIANA POWER & LIGHT COMPANY, that her signature thereto is her own true and genuine signature, that she signed and executed said instrument as her own free act and deed, and for the uses, purposes and considerations therein stated, and that she is not now and never has been married, and that she resides and is domiciled in the Parish of St. Charles, State of Louisiana.

THIS DONE AND PASSED on the day and date hereinabove written in the presence of the undersigned competent witnesses, who have hereunto subscribed their names, together with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Max J. Derbes
MAX J. DERBES
Emile Kugler
EMILE KUGLER

Miss Marie Kugler
(Miss) Marie Kugler

B. J. Lehmann, Jr.

B. J. Lehmann, Jr.
Notary Public

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 25th day of May, 1956, before me, the undersigned authority, a Notary Public in and for the Parish of Orleans, State of Louisiana, duly commission and qualified, personally came and appeared:

G. C. RAWLS

Vice-President of LOUISIANA POWER & LIGHT COMPANY, a Florida Corporation duly qualified to do business in the State of Louisiana, said G. C. RAWLS being to me known and known to me to be the person who signed and executed the foregoing instrument on behalf of LOUISIANA POWER & LIGHT COMPANY, and who, after first being duly sworn by me, Notary, did declare and acknowledge in the presence of me, said Notary, and the undersigned competent witnesses, that he is the identical person who signed and executed, on behalf of LOUISIANA POWER & LIGHT COMPANY, the above and foregoing deed and act of sale from (MISS) MARIE KUGLER, to LOUISIANA POWER & LIGHT COMPANY, that he is Vice-President of LOUISIANA POWER & LIGHT COMPANY and duly authorized to sign and execute said instrument in its behalf, and that he signed and executed said instrument on behalf of LOUISIANA POWER & LIGHT COMPANY as the free act and deed of said corporation, and for the uses, purposes and considerations therein stated.

THUS DONE AND PASSED on the day and date hereinabove written in the presence of the undersigned competent witnesses, who have herunto subscribed their names, together with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Melvin I. Schwartzman
MELVIN I. SCHWARTZMAN

Andrew P. Carter
ANDREW P. CARTER

G. C. Rawls
G. C. Rawls
Vice-President
Louisiana Power & Light Company

Bartholomew P. Sullivan, Jr.
NOTARY PUBLIC

BARTHOLOMEW P. SULLIVAN, JR.
Notary Public, Parish of Orleans, State of La.
My Commission is issued for life.

BEST COPY

STATE OF LOUISIANA
PARISH OF ST. CHARLES

26 MAY 1947 4 MAY 1947 1947

State of Louisiana,
Parish of St. Charles,

I, the undersigned, Clerk of Court and Ex-officio Recorder for the Parish of
St. Charles, State of Louisiana, do hereby certify that the act of Cash Sale of Property
(COB ENTRY #14,886) by Maria Kugler

to Louisiana Power & Light Company

by act executed before

Notary Public for the Parish of

on the 25th day of May 19 56, was duly

recorded in my office in Conveyance Book 13

folio 412 on the 25th day of May 19 56

Witness my hand and seal of office this 15th day of June 19 56

Jaqueline P. Biter
Clerk of Court and Recorder

0007



No. 14,934

June 6th 19 56

SALE OF PROPERTY

BY

CHARLES A. ETIENNE, SR.

EMILE F. ETIENNE, and
CHARLES A. ETIENNE, JR.

TO

LOUISIANA POWER & LIGHT COMPANY

United States of America STATE OF LOUISIANA PARISH OF ORLEANS

We It Known, That on this sixth (6th) day of
the Month of June in the Year of Our Lord
one thousand, nine hundred and fifty-six (1956)
BEFORE ME, BARTHOLOMEW P. SULLIVAN, JR.
a Notary Public, duly commissioned and qualified in and for the
City of New Orleans and the Parish of Orleans, State of Louisiana,
therein residing, and in the presence of the witnesses hereinafter
named and undersigned.

Personally Came and Appeared:

- (1) CHARLES A. ETIENNE, SR., a person of the full age of majority and a
resident of the Parish of St. Charles, State of Louisiana, who declared
under oath that he has been married but once and then to Noelle Ruffin,
with whom he is presently living and residing (Mailing Address: _____
Box 701 LaPlace, Louisiana _____); and
- (2) EMILE F. ETIENNE, a person of the full age of majority and a resident
of the Parish of St. Charles, State of Louisiana, who declared under oath
that he is not now and never has been married (Mailing Address: _____
Box 701 LaPlace, Louisiana _____); and
- (3) CHARLES A. ETIENNE, JR., a person of the full age of majority and a
resident of the Parish of St. Charles, State of Louisiana, who declared
under oath that he is not now and never has been married (Mailing Address: _____
Box 701 LaPlace, Louisiana _____);

Who declare^d that they do by these presents grant, bargain, sell, convey,
transfer, assign, set over, abandon and deliver, with all legal warranties and with full substi-
tution and subrogation in and to all the rights and actions of warranty which they have
or may have against all preceding owners and vendors, unto

LOUISIANA POWER & LIGHT COMPANY, a corporation organized and existing under
the laws of the State of Florida, duly authorized and qualified to do business
in the State of Louisiana, herein appearing and acting through and represented
by G. C. Randle, its Vice President, herunto duly authorized (Mailing Address:
142 Delaronde Street, New Orleans 14, Louisiana)

here present accepting and purchasing for itself, its heirs, executors, administrators,
successors and assigns, and acknowledging due delivery and possession thereof, all and singular,
the following described property, to-wit:

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FIRST

A certain tract of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Monte, Louisiana, which said tract of ground is located in and comprises the easterly one-half of Section 9, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, and extends from the Mississippi River, on which it has frontage of approximately one arpent, between converging sidelines to the forty arpent line in the rear, on and along which it measures 80.07 feet, and is bounded on its southerly side by the Mississippi River, on its westerly or upper side by the westerly or upper one-half of said Section 9 owned now or formerly by Emile F. Etienne and Charles A. Etienne, Jr., on its northerly side by the northerly section line of said Section 9 which is also the forty arpent line, and on its easterly or lower side by the section line dividing Sections 9 and 10 of the aforesaid township and range, said section line being the easterly section line of said Section 9 and the westerly section line of said Section 10; and in accordance with plan of survey by F. C. Candolle, Jr., Surveyor, dated March 31, 1956, a copy of which is annexed hereto and made a part hereof, said tract of ground is located and described more specifically as follows:

Commencing at a point on the northerly margin of the Public River Road at its intersection with the section line dividing Sections 9 and 10 of the aforesaid township and range, said section line being the easterly section line of said Section 9 and the westerly section line of said Section 10, and also being the easterly line of Lot 13 of the Plan of J. A. d'Honnecourt dated February 26, 1839, thence fronting on and running along the northerly margin of said Public River Road in a north-westerly/direction along a curve having a radius of 1,411.62 feet for a distance of 190.56 feet, thence running North 33 degrees 25 minutes 28 seconds East for a distance of 7,453.2 feet to the northerly section line of said Section 9, which is also the forty arpent line, thence running along said northerly section line or forty arpent line on a bearing of South 59 degrees 23 minutes 03 seconds East for a distance of 80.07 feet to the intersection of said forty arpent line with the aforesaid section line dividing said Sections 9 and 10, thence running along said section line dividing Sections 9 and 10 on a bearing of South 32 degrees 45 minutes 00 seconds West for a distance of 7,434.95 feet to the northerly margin of said Public River Road and the point of beginning; together with all of the land, including all of the batture, between the above-described frontage of said tract of land on and along the northerly margin of the Public River Road and the bank line of the Mississippi River between the projections of the above-described sidelines of said tract of land, said sidelines being projected and extended along their aforesaid bearings from the northerly margin of the Public River Road to their respective intersections with the bank line of the Mississippi River.

Being a portion of the property acquired by Charles A. Etienne from Adolphe H. Etienne by act of sale passed before Claude Harold Levot, Notary Public for the Parish of St. John the Baptist, on May 15, 1942, recorded in Conveyance Book "TT" Folio 311 of the records of St. Charles Parish, Louisiana, on May 25, 1942.

SECOND

A certain tract of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Monte, Louisiana, which said tract of ground is located in and comprises the westerly one-half of Section 9, Township 12 South, Range 7 East, Southeastern District of

Louisiana, East of the Mississippi River, and extends from the Mississippi River, on which it has a frontage of approximately one arpent, between converging sidelines to the forty arpent line in the rear, on and along which it measures 80.08 feet, and is bounded on its southerly side by the Mississippi River, on its westerly or upper side by the section line dividing Sections 8 and 9 of the aforesaid township and range, said section line being the easterly section line of said Section 8 and the westerly section line of said Section 9, on its northerly side by the northerly section line of said Section 9 which is also the forty arpent line, and on its easterly or lower side by the easterly or lower one-half of said Section 9 owned now or formerly by Charles A. Etienne, Sr.; and in accordance with plan of survey by F. C. Gandolfo, Jr., Surveyor, dated March 31, 1956, a copy of which is annexed hereto and made a part hereof, said tract of ground is located and described more specifically as follows:

Commencing at a point on the northerly margin of the Public River Road at its intersection with the section line dividing Sections 8 and 9 of the aforesaid township and range, said section line being the easterly section line of said Section 8 and the westerly section line of said Section 9, and also being the westerly line of Lot 13 of the Plan of J. A. d'Hemecourt dated February 26, 1839, said point of beginning having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,278,077.99 and Y equals 487,943.34, thence, from said point of beginning, fronting on and running along said northerly margin of said Public River Road on a bearing of South 56 degrees 36 minutes 05 seconds East for a distance of 128.10 feet, thence continuing along and fronting further on said northerly margin of said Public River Road along a curve having a radius of 1,411.62 feet for a distance of 60.97 feet, thence running North 33 degrees 25 minutes 28 seconds East for a distance of 7,453.2 feet to the northerly section line of said Section 9, which is also the forty arpent line, thence running along said northerly section line or forty arpent line on a bearing of North 59 degrees 23 minutes 03 seconds West for a distance of 80.08 feet to the intersection of said forty arpent line with the aforesaid section line dividing Sections 8 and 9, said point of intersection having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,278,290.42 and Y equals 494,090.4, thence running along said section line dividing Sections 8 and 9 on a bearing of South 34 degrees 25 minutes 50 seconds West for a distance of 7,450.26 feet to the northerly margin of said Public River Road and the point of beginning; together with all of the land, including all of the batture, between the above-described frontage of said tract of land on and along the northerly margin of the Public River Road and the bank line of the Mississippi River between the projections of the above-described sidelines of said tract of land, said sidelines being projected and extended along their aforesaid bearings from the northerly margin of the Public River Road to their respective intersections with the bank line of the Mississippi River.

Being the same property acquired by Charles A. Etienne, Jr. and Emile P. Etienne from Charles A. Etienne, Sr. by act of sale passed before James P. Vial, Notary Public for the Parish of St. Charles, on August 23, 1954, recorded in Conveyance Book 8 Folio 266 of the records of St. Charles Parish, Louisiana, on August 23, 1954.

PROVIDED, HOWEVER, that the vendors, the said Charles A. Etienne, Sr. with regard to the property hereinabove firstly described and sold, and the said Emile P. Etienne and Charles A. Etienne, Jr. with regard to the property hereinabove secondly described and sold, hereby reserve unto themselves, their heirs, successors and assigns,

all of the oil, gas, sulphur and other minerals, like as well as unlike, in, on and underlying all of the tract of land hereinabove described and herein sold, together with the right to use the surface of same for exploring for, drilling wells and other operations incidental to the taking, saving, treating, storing, producing and marketing of said minerals; PROVIDED FURTHER, HOWEVER, that all derricks, structures, improvements and equipment in connection with said minerals herein reserved, shall be located so as not to unreasonably interfere with buildings, structures, towers, equipment and improvements of any nature of purchaser, its successors or assigns, then on said tract of land, or the operation thereof by purchaser, its successors or assigns, and provided further that prior to the vendors, their heirs, successors or assigns erecting any such derricks, structures or improvements on said tract of land, they or it shall so notify the purchaser, its successors or assigns, and the purchaser, its successors or assigns shall furnish to vendors, their heirs, successors or assigns its plan showing the proposed locations of its buildings and structures of a permanent nature then contemplated by purchaser, its successors or assigns, and vendors, their heirs, successors or assigns shall locate their or its well or wells, derricks, buildings, structures and equipment so as not to unreasonably interfere with the planned development of said property by purchaser, its successors or assigns.

It is further agreed by vendors and purchaser that vendors have and shall have the right and privilege to retain and keep the house, shed and fences presently on the property hereinabove described and sold, provided that vendors remove said house, shed and fences from and off the said property hereinabove described and sold, at the sole expense, liability and responsibility of vendors, within ninety (90) days after the execution of this deed and act of sale, but if said improvements or any part of same have not been so removed within said ninety (90) day period, then at the expiration of said ninety (90) day period said improvements or any portion thereof still remaining on said property shall automatically become the property of purchaser, and vendors shall have no further rights to same or to remove same.

Vendors and purchaser further acknowledge that this sale is made and consummated pursuant to an agreement resulting from the execution by vendors on November 5, 1955 of a document bearing the designation or title "OPTION AND OFFER", recorded in Conveyance Book 12, Folio 249 of the records of St. Charles Parish, Louisiana, on January 11, 1956, and the subsequent exercise and acceptance of said Option and Offer by the optionee and offeree by letter dated March 13, 1956, and that the execution and consummation of this act of sale constitutes a full compliance by both vendors and purchaser with all of the obligations resulting from the aforesaid agreement.

Together with all the buildings and improvements, appurtenances, and attachments, rights, ways, privileges, servitudes, advantages, batture and batture rights, prescriptions and rights of prescription thereunto belonging or in anywise appertaining, including all immovables by nature or destination now forming part of and attached to or connected with said property or used in connection therewith.

TO HAVE AND TO HOLD the above described property unto the said purchaser ~~its~~ heirs, executors, administrators, successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of ~~Seventy-Seven Thousand One Hundred Forty-Three and No/100 (\$77,143.00)~~ **100 (\$77,143.00)** Dollars Cash, which the said purchaser ~~has~~ well and truly paid, in ready and current money to the said ~~vendore~~ who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefor.

The parties hereto take cognizance of the fact that the certificates furnished herein are not dated or signed ~~and~~ bind themselves to hold me, Notary, harmless in the premises.

All State and ~~city~~ taxes up to and including the taxes due and exigible in 1955 are paid as per ~~tax research certificates annexed hereto for reference.~~

~~By reference to the paving certificate of the City of New Orleans, annexed~~

~~it does not appear that there are any outstanding paving liens against said property.~~

By reference to the certificates of the ~~Register of Conveyances and Recorder of Mortgages~~ in and for the Parish of **St. Charles** annexed ~~hereto for reference.~~

It does not appear that said property ~~has been heretofore alienated by the vendor~~ or that it is subject to any encumbrance whatever.

United States Internal Revenue (documentary) Stamps in the amount of Eighty-Five and 25/100 (\$85.25) Dollars, duly defaced and cancelled, are annexed to ribbon original counterpart hereof, registered and on file in the office of the Clerk of Court and Registrar of Conveyances for the Parish of St. Charles, State of Louisiana.

Thus Done and Passed, ~~in duplicate original,~~ **in my office at New Orleans, Louisiana,**

on the day, month and year first above written, in the presence of Max J. Derbes and Melvin I. Schwartzman

competent witnesses, who hereunto signs their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

/s/ Max J. Derbes
Max J. Derbes

/s/ Melvin I. Schwartzman
Melvin I. Schwartzman

/s/ Charles A. Etienne, Sr.
Charles A. Etienne, Sr.

/s/ Emile F. Etienne
Emile F. Etienne

/s/ Charles A. Etienne, Jr.
Charles A. Etienne, Jr.

LOUISIANA POWER & LIGHT COMPANY

By /s/ G. C. Rawls
G. C. Rawls, Vice President

/s/ Bartholomew P. Sullivan, Jr.
Bartholomew P. Sullivan, Jr.
Notary Public

STATE OF LOUISIANA
PARISH OF ORLEANS

I hereby certify the foregoing to be a
true and correct copy of the Original of
Record in my office.

Bartholomew P. Sullivan
Notary Public

CLERK AND EX-OFFICIO RECORDERS OFFICE
PARISH OF ST. CHARLES

Received *2nd* day of *June*
19 *21* at *10:00* o'clock *AM* and Recorded
in *Conveyance* Book *13*
Folio *13*

Ugo J. Lantier
Clerk and Ex-Officio Recorder

A TRUE COPY

Lantier
CLERK OF COURT
29th JUDICIAL DIST. COURT
PARISH OF ST. CHARLES, LA.

State of Louisiana,
Parish of St. Charles,

I, the undersigned, Clerk of Court and Ex-officio Recorder for the Parish of
St. Charles, State of Louisiana, do hereby certify that the act of Sale
(C.O.B. #14,934) by Charles A. Etienne, Sr, et al.
to Louisiana Power & Light Company
by act executed before Bartholomew P. Sullivan, Jr.
Notary Public for the Parish of Orleans
on the 6th day of June 19 56, was duly
recorded in my office in Conveyance Book 13
folio 180 on the 7th day of June 19 56.

Witness my hand and seal of office this 26th day of June 19 56

Galdie L. Sledge
By. Clerk of Court and Recorder

8887



COVENANT NOT TO DRILL

by

EVA FEFEE (or FIFFEE) divorced wife
of RICHARD CARTER, JR.

in favor of

LOUISIANA POWER & LIGHT COMPANY

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, by act of sale under private signature dated June 11, 1946, recorded in Conveyance Book "777" folio 534, of the records of St. Charles Parish, Louisiana, on June 24, 1946, Richard Carter, Jr. and Eva Fiffes, [then] wife of Richard Carter, Jr. acquired from Mrs. Bernadette Keller, wife of J. J. Copponex and Mrs. Lillian Keller, widow of Ernest Stewart the certain lot of ground in St. Charles Parish, Louisiana, hereinafter described; and

WHEREAS, the aforesaid purchasers were divorced by judgment rendered and signed on April 21, 1953, in the matter entitled "Eva Fefee, wife of Richard Carter, Jr., v. Richard Carter, Jr., her husband", being No. 4284 on the docket of the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana, and thereafter partitioned the community of assets and gains that formerly existed between them by Act of Partition passed before James P. Vial, Notary Public for the Parish of St. Charles, on August 28, 1954, recorded in Conveyance Book 8 folio 299, of the records of St. Charles Parish, Louisiana, on August 31, 1954; and

WHEREAS, in said Act of Partition the above-mentioned and hereinafter described lot of ground in St. Charles Parish, Louisiana, was allotted and transferred to and became the property of the said Richard Carter, Jr. in full ownership, subject, however, to a reservation in favor of the said Eva Fefee (or Fiffes) Carter of one-half of all of the minerals and mineral rights in, under, upon or pertaining to said property, with the right to enter in and upon same for the purpose of extracting and removing said minerals and otherwise exercising said mineral rights; and

WHEREAS, Louisiana Power & Light Company, in connection with its

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proposed acquisition of said property from the said Richard Carter, Jr., is desirous of obtaining a "covenant not to drill" covering said lot of ground in St. Charles Parish, Louisiana, from the said Eva Fefee (or Piffee) Carter, who is willing to grant same for the consideration and on the basis hereinafter set forth;

NOW, THEREFORE, the undersigned—

EVA FEFEE (or PIFFEE), divorced wife of RICHARD CARTER, JR., a person of the full age of majority and a resident of the Parish of St. Charles, State of Louisiana, who declares that she has been married but once and then to Richard Carter, Jr., from whom she was divorced as hereinabove set forth, and that she has never remarried,

for and in consideration of the price and sum of Fifty
Dollars (\$ 50.00), the receipt of which
from Louisiana Power & Light Company and the adequacy and sufficiency of which
are hereby acknowledged, does hereby, for herself, her heirs and assigns,
covenant and agree with and in favor of

LOUISIANA POWER & LIGHT COMPANY, a Florida corporation duly
authorized to do and doing business in the State of Louisiana,
its successors and assigns,

that she, the said Eva Fefee (or Piffee) divorced wife of Richard Carter, Jr.,
has and shall have no surface rights of any nature or kind whatsoever on or
in connection with the lot of ground in St. Charles Parish hereinafter described,
and has and shall have no right to enter upon said property or to conduct
any drilling, exploring, testing or other operations thereon, and that any
rights which she may have to develop the oil, gas and other minerals in, under,
upon or pertaining to the lot of ground hereinafter described shall be limited
to directional drilling conducted off and without the outside surface limits
of the said lot of ground hereinafter described, the said lot of ground covered
by this agreement and covenant not to drill being described according to
its record title as follows, to-wit:

"A certain lot of ground forming part of a larger tract of
land known as the 'Adna Keller Tract', measuring one hundred
and twenty-five (125') feet front on the Public Road, and begin-
ning at a distance of One Hundred and Ninety-one (191') feet
above the upper line of the property of Jules Keller, running
up by a depth of, Two Hundred and Eighty-five (285') feet deep,
between parallel lines, together with the improvements thereon,
rights, ways, privileges, servitudes and appurtenances there-
unto belonging or in any wise appertaining.

Being the same property acquired by Eva Pifee, wife of, and Richard Carter, Jr. by purchase from Mrs. Bernadette Keller Coppenax and Mrs. Lillian Keller Stewart by act under private signature duly acknowledged and dated June 11, 1946, and duly recorded in OOB #7777, folio 534, St. Charles Parish, Louisiana."

IN WITNESS WHEREOF, the said Eva Pifee (or Piffes), divorced wife of Richard Carter, Jr., has signed and executed these presents in triplicate original in St. Charles Parish, Louisiana, on this 4th day of March, 1957, in the presence of the undersigned competent witnesses.

WITNESSES:

/s/ Mrs. A. Almerico

/s/ Eva Fefee Carter
Eva Pifee (or Piffes) Carter

/s/ Ruth M. Vicknair

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared:

EVA FEFEE (or FIFFEE), divorced wife of RICHARD CARTER, JR.,
to me known and known to me to be the person who signed and executed the above and foregoing instrument, and who, after first being duly sworn by me, Notary, did declare and acknowledge in the presence of me, said Notary, and the undersigned competent witnesses, that she is the same person who signed and executed the above and foregoing instrument, designated a Covenant Not To Drill, in favor of Louisiana Power & Light Company, that her signature thereto is her own true and genuine signature, that she signed and executed said instrument as her own free act and deed and for the uses, purposes and consideration therein stated, and that she has been married but once and then to Richard Carter, Jr., from whom she is divorced, and that she has never remarried.

IN WITNESS WHEREOF, the said appearer has executed this acknowledgment in my presence and in the presence of the undersigned competent witnesses, who have hereto subscribed their names, together with the said appearer and me, Notary, on this 4th day of March, 1957.

WITNESSES:

1st Mrs. A. Almerico

1st Eva Fefee Carter
Eva Fefee (or Fiffie) Carter

1st Ruth M. Vicknair

[Faint, mostly illegible text, likely a notary seal or additional signature block]

BEST COPY

ST. CHARLES

Notarized for the purpose of the law of the State of Louisiana

and for the purpose of the law of the State of Louisiana

Notary

I, the undersigned authority, certify that the above is a true and correct copy of the original
filed in the office of the Clerk of Court and Ex-Officio
Register of Conveyances and Records of Mortgages in and for
the Parish of St. Charles, Louisiana, at 11:00 A.M.,
Marched 1937 under entry No. 16
recorded in Conveyance Book, 16 folio.

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Notary Public for the State of Louisiana

Notary Public for the State of Louisiana

Notary Public for the State of Louisiana

Notary Public for the State of Louisiana

I, the undersigned authority, certify that the above is a true and correct copy of the original
filed in the office of the Clerk of Court and Ex-Officio
Register of Conveyances and Records of Mortgages in and for
the Parish of St. Charles, Louisiana, at 11:00 A.M.,
Marched 1937 under entry No. 16
recorded in Conveyance Book, 16 folio.

Louise J. Smith
Clerk of Court and Ex-Officio Register
of Conveyances and Records of Mortgages
in the Parish of St. Charles, Louisiana

 QUITCLAIM DEED
 by
 OLIVER WAGUESPACK ET AL3
 to
 LOUISIANA POWER & LIGHT COMPANY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned:

OLIVER WAGUESPACK, a person of the full age of majority and a resident of the Parish of Jefferson, State of Louisiana; and

DONALD WAGUESPACK, a person of the full age of majority and a resident of the Parish of Jefferson, State of Louisiana; and

MERTLE WAGUESPACK, now wife of ANTHONY CALAMIA, a person of the full age of majority and a resident of the Parish of Jefferson, State of Louisiana; and

ELODIE WAGUESPACK, now wife of ANTHONY ARNONE, a person of the full age of majority and a resident of the Parish of Orleans, State of Louisiana; and

YVONNE WAGUESPACK, now wife of LEO ROMERO, a person of the full age of majority and a resident of Opelousas, Parish of St. Landry, State of Louisiana; and

EARL WAGUESPACK, a person of the full age of majority, now serving in the United States Air Force and stationed at Barksdale Air Force Base, Shreveport, Louisiana, and prior to his entry into the Armed Forces a resident of Baton Rouge, East Baton Rouge Parish, Louisiana;

for and in consideration of the price and sum of Ninety and No/100 (\$90.00) Dollars, cash in hand paid, the receipt whereof is hereby acknowledged and full acquittance and discharge given therefor, do hereby grant, bargain, sell, convey, transfer, assign, quitclaim, abandon, release and relinquish unto LOUISIANA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, duly qualified to do and doing business in the State of Louisiana, all of the right, title and interest which we have or may have in and to a certain lot or portion of ground in the Parish of St. Charles, State of Louisiana, described according to its record title, as follows:

A certain lot or portion of ground, together with the rights, ways, privileges, servitudes and advantages thereunto belonging or in any wise appertaining, situated in the Parish of St. Charles, on the left bank of the Mississippi River, about 38 miles above the City of New Orleans, which said lot or portion of ground has a width of Forty (40) feet on the Public Highway, known as the Jefferson Highway, by a depth between equal and parallel lines of Two hundred and eighty-five (285) feet, and is bounded above by the property [formerly] of Balls Pointe Milk, Inc. and below by that [formerly] of Osame Keller.

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Being the same property acquired by Oliver L. Waguespack from Osame Kaller by act passed before Irby T. Boudouin, Clerk of Court and Ex-officio Notary Public for the Parish of St. Charles, State of Louisiana, on October 19, 1931, recorded in Conveyance Book HH folio 116 as Entry No. 7038; and reacquired by the said Osame Kaller from the said Oliver L. Waguespack by Sheriff's Tax Deed executed by Leon C. Vial, Sheriff and Ex-officio Tax Collector for the Parish of St. Charles, State of Louisiana, on February 4, 1933, recorded in Conveyance Book HH folio 462 of the records of the Parish of St. Charles, Louisiana.

which said lot or portion of ground is located on the east or left descending bank of the Mississippi River at or near Mout, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, in St. Charles Parish, Louisiana, and fronts on the Public River Road with the measurements above set forth.

TO HAVE AND TO HOLD the said property unto the said Louisiana Power & Light Company, its successors and assigns forever, without any warranty whatsoever of any nature or description, not even for the return of the purchase price, but with full substitution and subrogation in and to all rights and actions of warranty which we have or may have against all preceding owners, vendors or grantors whomsoever.

The above-mentioned and undersigned persons further declare that they are the six children, and the only children, resulting from the marriage of Oliver (or Olivier) L. Waguespack and Nathalie (or Natalie) Dutrieux, whose successions were opened under the No. 2111 of the Probate Docket of the Twenty-Fourth Judicial District Court for the Parish of St. Charles, State of Louisiana.

THIS DONE AND SIGNED by the said Ivonne Waguespack Romero at ^{Baton Rouge,} ~~Opelousas,~~ ^{East Baton Rouge} Parish of ~~St. Landry~~, Louisiana, on the 19th day of February, 1957, in the presence of the undersigned competent witnesses.

WITNESSES:

1s/ Audrey Williams

1s/ Ivonne Waguespack Romero
Ivonne Waguespack Romero

1s/ Dorothy Courtade

THIS DONE AND SIGNED by the said Earl Waguespack at Barksdale Air Force Base, Louisiana, on the 14 day of Feb., 1957, in the presence of the undersigned competent witnesses.

WITNESSES:

1s/ Frank N. Gammill

1s/ Earl J. Waguespack
Earl Waguespack

1s/ John A. Jackson

THIS DONE AND SIGNED by the said Oliver Waguespack, Donald Waguespack,
Myrtle Waguespack Calamia and Elodie Waguespack Arnone at New Orleans, Orleans
Parish, Louisiana, on the 2 day of March, 1957, in
the presence of the undersigned competent witnesses.

WITNESSES:

1s/ Melvin I. Schwartzman

1s/ Sara L. Horne

1s/ Oliver Waguespack
Oliver Waguespack

1s/ Donald Waguespack
Donald Waguespack

1s/ Myrtle Waguespack Calamia
Myrtle Waguespack Calamia

1s/ Elodie Waguespack Arnone
Elodie Waguespack Arnone

ACKNOWLEDGMENT

STATE OF LOUISIANA
East Baton Rouge
PARISH OF ~~ST. LANDRY~~

BE IT KNOWN, that on this 19th day of February, 1957,
before me, the undersigned authority, a Notary Public in and for the State and
Parish aforesaid, duly commissioned and qualified, personally came and appeared:
YVONNE WAGUESPACK, wife of LEO ROMERO,
of lawful age and to me known and known to me to be one of the persons described
in and who signed and executed the foregoing instrument, and who, after first being
duly sworn by me, did declare and acknowledge in the presence of me, said Notary,
and the undersigned competent witnesses, that she is the identical person who
signed and executed the above and foregoing quitclaim deed to Louisiana Power
& Light Company covering land in St. Charles Parish, Louisiana, that her signa-
ture thereto is her own true and genuine signature, and that she signed and exe-
cuted said instrument in the presence of the foregoing witnesses as her own free
and voluntary act and deed, and for the uses, purposes and consideration therein
stated.

IN WITNESS WHEREOF, said appearer has executed these presents on the
day and date hereinabove written in the presence of the undersigned competent
witnesses, who have herunto subscribed their names, together with the said
appearer and me, Notary, after due reading of the whole.

WITNESSES:

/s/ Audrey Williams

/s/ Yvonne Waguespack Romero
Yvonne Waguespack Romero

/s/ Dorothy Courtade

/s/ G. Dupre Litton
Notary Public

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF Bossier

BE IT KNOWN, that on this 14 day of Feb., 1957,
before me, the undersigned authority, a Notary Public in and for the State and
Parish aforesaid, duly commissioned and qualified, personally came and appeared:

EARL WAGUESPACK

of lawful age and to me known and known to me to be one of the persons described
in and who signed and executed the foregoing instrument, and who, after first being
duly sworn by me, did declare and acknowledge in the presence of me, said Notary,
and the undersigned competent witnesses, that he is the identical person who
signed and executed the above and foregoing quitclaim deed to Louisiana Power
& Light Company covering land in St. Charles Parish, Louisiana, that his signa-
ture thereto is his own true and genuine signature, and that he signed and exe-
cuted said instrument in the presence of the foregoing witnesses as his own free
and voluntary act and deed, and for the uses, purposes and consideration therein
stated.

IN WITNESS WHEREOF, said appearer has executed these presents on the
day and date hereinabove written in the presence of the undersigned competent
witnesses, who have hereto subscribed their names, together with the said
appearer and me, Notary, after due reading of the whole.

WITNESSES:

1/s/ Frank N. Gamill

1/s/ Earl J. Waguespack
Earl Waguespack

1/s/ John A. Jackson

1/s/ Richard H. Hanann 1/LT USAF
Notary Public

A Commissioned Off in the
Armed Forces and a NOTARY
PUBLIC under Revised Stats.
of Louisiana 1950 RS 35:7.

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 2 day of March, 1957,
before me, the undersigned authority, a Notary Public in and for the State and
Parish aforesaid, duly commissioned and qualified, personally came and appeared:

OLIVER WAGUESPACK
DONALD WAGUESPACK
MYRTLE WAGUESPACK, wife of ANTHONY CALAMIA
ELODIE WAGUESPACK, wife of ANTHONY ARNONE

all of lawful age and all to me known and known to me to be some of the persons
described in and who signed and executed the foregoing instrument, and who, after
first being duly sworn by me, did declare and acknowledge in the presence of me,
said Notary, and the undersigned competent witnesses, that they are the identical
persons who signed and executed the above and foregoing quitclaim deed to Louisiana
Power & Light Company covering land in St. Charles Parish, Louisiana, that their
signatures thereto are their own true and genuine signatures, and that they signed
and executed said instrument in the presence of the foregoing witnesses as their
own free and voluntary act and deed, and for the uses, purposes and consideration
therein stated.

IN WITNESS WHEREOF, said appearers have executed these presents on the
day and date hereinabove written in the presence of the undersigned competent
witnesses, who have herewith subscribed their names, together with the said
appearers and me, Notary, after due reading of the whole.

WITNESSES:

1st Melvin I. Schwartzman

1st Oliver Waguespack
Oliver Waguespack

1st Sara L. Horne

1st Donald Waguespack
Donald Waguespack

Myrtle Waguespack Calamia
Elo die Waguespack Arnone

B. Bartholomew P. Sullivan, Jr.
Notary Public

BARTHOLOMEW P. SULLIVAN, JR.
Notary Public, Parish of Orleans, State of La.
My Commission is issued for life.

BEST COPY

1. *Chlorophyll a* (Chl a) and *Chlorophyll b* (Chl b) are the primary photosynthetic pigments in green plants. They are responsible for capturing light energy and converting it into chemical energy through the process of photosynthesis.

On 11/11/54, the following information was received from the Bureau of the Census:

[illegible]

is highly probable, that operators have been in the habit of using the same code for the same purpose, and that the code is not changed from year to year. It is also probable that the code is not changed from year to year, and that the code is not changed from year to year.

James M. McInnis

101 29125 L. Hovine

I, the undersigned authority, certify that the foregoing is a true and correct copy of the original as filed in the office of the Clerk of Court and Ex-Officio Register of Conveyances and Recorder of Mortgages in and for the Parish of St. Charles, Louisiana, at 11:30 A.M. March 19, 1957 under entry No. 1957-100

recorded in Conveyance Book, 16 folio 100

[illegible]

The Commission is pleased to see
 that the Commission is pleased to see
 that the Commission is pleased to see

State of Louisiana,
Parish of St. Charles,

I, the undersigned, Clerk of Court and Ex-officio Recorder for the Parish of
St. Charles, State of Louisiana, do hereby certify that the act of Quitclaim Deed

COB #15,864 by Oliver Waguespack, et al.

to Louisiana Power & Light Company

by act executed before

Notary Public for the Parish of

on the 2nd day of March 19 57, was duly

recorded in my office in Conveyance Book 16

folio 31 on the 8th day of March 19 57.

Witness my hand and seal of office this 19th day of March 19 57

Soldier S. Sullivan
Dy. Clerk of Court and Recorder

State of Louisiana,
Parish of St. Charles,

I, the undersigned, Clerk of Court and Ex-officio Recorder for the Parish of
St. Charles, State of Louisiana, do hereby certify that the act of Sale
COB #15,908 by Richard Carter, Jr.

to Louisiana Power & Light Company

by act executed before Bartholemew P. Sullivan, Jr.

Notary Public for the Parish of Orleans

on the 23rd day of March, 1957, was duly

recorded in my office in Conveyance Book 16

folio 81 on the 25th day of March, 1957.

Witness my hand and seal of office this 3rd day of April, 1957.

Bartholemew P. Sullivan, Jr.
Clerk of Court and Recorder

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No. _____

March 23 1957

SALE OF PROPERTY

BY

RICHARD CARTER, JR.

TO

LOUISIANA POWER & LIGHT COMPANY

United States of America STATE OF LOUISIANA PARISH OF ORLEANS

We It Known, That on this 23rd day of the Month of March in the Year of Our Lord one thousand, nine hundred and **fifty-seven (1957)**

BEFORE ME, BARTHOLOMEW P. SULLIVAN, JR. a Notary Public, duly commissioned and qualified in and for the City of New Orleans and the Parish of Orleans, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned.

Personally Came and Appeared:

RICHARD CARTER, JR., a person of the full age of majority and a resident of and domiciled in the Parish of St. John the Baptist, Louisiana, who declared under oath to me, Notary, that he has been married but three times, the first time to Celestine Chaney, from whom he was divorced by Judgment rendered and signed on April 7, 1953, in the proceedings entitled "**Richard Carter, Jr. v. Celestine Chaney**", No. 813 on the docket of the 24th Judicial District Court for the Parish of St. John the Baptist, Louisiana, and the second time to Eva Fefee (or Fiffie or Fiffie), from whom he was divorced by Judgment rendered and signed on April 21, 1953, in the proceedings entitled "**Eva Fefee, wife of Richard Carter, Jr. v. Richard Carter, Jr., her husband**", No. 4284 on the docket of the 29th Judicial District Court for the Parish of St. Charles, Louisiana, and the third time to Sarah Sturgis, with whom he is presently living and residing in the Parish of St. John the Baptist, Louisiana (Mailing Address: P. O. Box 143, Laplace, Louisiana),

Who declared that **he** does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which **he has** or may have against all preceding owners and vendors, unto

LOUISIANA POWER & LIGHT COMPANY, a Florida corporation duly qualified and authorized to do and doing business in the State of Louisiana, herein appearing and acting through and represented by **G. C. Ryals**, its Vice President, hereto duly authorized (Mailing Address: 143 Delacorte Street, New Orleans 14, Louisiana),

here present accepting and purchasing for **itself, its** heirs, executors, administrators, successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

X A certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Natchez, Louisiana, which said piece or portion of ground is located in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, and in accordance with plan of survey by F. C. Gandolfo, Jr., Surveyor, dated March 31, 1956, revised (as to other property only) on May 28, 1956, (a copy of which is annexed hereto and made a part hereof,) said piece or portion of ground is located and described more specifically as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 840.52 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid township and range, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Honnecourt dated February 26, 1899, thence fronting on and running along said northerly margin of said Public River Road on a bearing of South 66 degrees 48 minutes 38 seconds East for a distance of 125 feet to the southeasterly corner of the property now or formerly owned by Wilfred Keller, which point has a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,275,293.64 and Y equals 487,375.56, thence running along the westerly property line of the said property now or formerly owned by Wilfred Keller on a bearing of North 25 degrees 02 minutes 40 seconds East for a distance of 281.26 feet (285 feet title) to a point having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,275,412.70 and Y equals 487,630.38, thence running North 66 degrees 48 minutes 38 seconds West for a distance of 125 feet, thence running South 25 degrees 02 minutes 40 seconds West for a distance of 281.26 feet (285 feet title) to the northerly margin of the said Public River Road and the point of beginning. X

Being the same property acquired by Richard Carter, Jr. and Eva Fifee, wife of Richard Carter, Jr., from Mrs. Bernadette Keller, wife of J. J. Copponex and Mrs. Millian Keller, widow of Emmet Stewart, by act of sale under private signature dated June 11, 1946, recorded in Conveyance Book "FFF" folio 534, of the records of St. Charles Parish, Louisiana, on June 24, 1946; and acquired by Richard Carter, Jr. from Eva Fifee Carter, his (former) wife, by act of partition passed before James P. Vial, Notary Public for the Parish of St. Charles, on August 28, 1954, recorded in Conveyance Book 8 folio 299, of the records of St. Charles Parish, Louisiana, on August 31, 1954; IT BEING INTENDED TO INCLUDE (BUT WITHOUT LIMITATION) IN THE PRESENT SALE AND CONVEYANCE ALL OF THE PROPERTY ACQUIRED AS AFORESAID.

PROVIDED, HOWEVER, that vendor hereby reserves unto himself his heirs, successors and assigns, all of the oil, gas, sulphur and other minerals, like as well as wells, in, or and underlying all of the tract of land hereinabove described and herein sold, together with the right to use the surface of same for exploring for, drilling wells and other operations incidental to the taking, saving, treating, storing, producing and marketing of said minerals; PROVIDED FURTHER, HOWEVER, that all derricks, structures, improvements and equipment in connection with said minerals herein reserved, shall be located so as not to unreasonably interfere with buildings, structures, towers, equipment and improvements of any nature of purchaser,

its successors or assigns, then on said tract of land, or the operation thereof by purchaser, its successors or assigns, and provided further that prior to the vendor, his heirs, successors or assigns erecting any such derricks, structures, or improvements on said tract of land, he or they shall so notify the purchaser, its successors or assigns, and the purchaser, its successors or assigns shall furnish to vendor, his heirs, successors or assigns its plan showing the proposed locations of its buildings and structures of a permanent nature then contemplated by purchaser, its successors or assigns, and vendor, his heirs, successors or assigns shall locate his or their well or wells, derricks, buildings, structures and equipment so as not to unreasonably interfere with the planned development of said property by purchaser, its successors or assigns.

Vendor and purchaser acknowledge and agree that this sale is made and consummated pursuant to an agreement resulting from the execution by vendor on October 8, 1955, of a document bearing the designation or title "OPTION AND OFFER", recorded in Conveyance Book 11, Folio 308 of the records of St. Charles Parish, Louisiana, on October 10, 1955, as Entry No. 13,963, and the subsequent exercise and acceptance of said Option and Offer by the optionee and offeree by letter dated March 13, 1956; and pursuant further to letter of June 5, 1956 to vendor extending the time provided in said Option and Offer for the passing of the act of sale for an additional sixty days in accordance with the provisions of said Option and Offer, and to agreement executed and acknowledged by vendor on August 4, 1956 and by purchaser on August 6, 1956, recorded in Conveyance Book 14, Folio 171, of the records of St. Charles Parish, Louisiana, on August 7, 1956, as Entry No. 15,135, extending the time for passing the act of sale through February 4, 1957, and to agreement executed and acknowledged by vendor on February 2, 1957 and by purchaser on February 1, 1957, recorded in Conveyance Book 15, Folio 394, of the records of St. Charles Parish, Louisiana, on February 4, 1957 as Entry No. 15,733, further extending the time for passing the act of sale through April 4, 1957; and vendor and purchaser further acknowledge and agree that the execution and consummation of this act of sale constitutes a full compliance by both vendor and purchaser with all of the obligations resulting from the aforesaid Option and Offer and all of the aforesaid letters, agreements and documents.

State of Louisiana,
Parish of St. Charles,

I, the undersigned, Clerk of Court and Ex-officio Recorder for the Parish of
St. Charles, State of Louisiana, do hereby certify that the act of sale

by Wilfred Keller

to Louisiana Power & Light Company

by act executed before

Notary Public for the Parish of

on the 4th day of June 1958, was duly

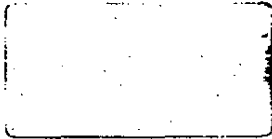
recorded in my office in Conveyance Book 20

folio 215 on the 4th day of June 1958

Witness my hand and seal of office this 11th day of June 1958.

Louise Sylvestre
Dy. Clerk of Court and Recorder

9887



6766

KNOW ALL MEN BY THESE PRESENTS, That the undersigned -

MILFRED KELLER, a person of the full age of majority, who declared that he has been married but once and then to Georgiana Perrilloux, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of St. Charles, State of Louisiana,

does by these presents hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which he has or may have against all preceding owners, vendors, and grantors unto:

LOUISIANA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida, duly authorized to do and doing business in the State of Louisiana, with its principal office in New Orleans, Parish of Orleans, State of Louisiana, herein appearing through and represented by G. C. RAWLS, its duly authorized Vice-President,

here present accepting and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession of, all and singular, the following described property, to-wit:

A certain tract or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Montz, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River; which said tract or parcel of land is described in its record title description as fronting on Jefferson Highway, commencing at the intersection of the lower line of the Keller Tract with the right-of-way of Jefferson Highway, and measuring thence in a northwesterly direction 187.5 feet along Jefferson Highway to the lower line of the property formerly belonging to Ozene Keller, thence in a northeasterly direction 284 feet along the lower line of the property formerly belonging to Ozene Keller to the rear end of the Ozene Keller property, thence North 29 degrees 15 minutes East 1,550 feet to the lower boundary line of the Keller Tract, thence in a southwesterly direction (along said boundary line) 1825 feet to the point of beginning; and said tract or parcel of land adjoins and is immediately easterly of a tract or portion of land now owned by Louisiana Power & Light Company and, in accordance with a plan of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956), a copy of which plan of survey is annexed hereto and made a part hereof, whereon said tract or parcel of land is designated by the encircled number 10, said tract or parcel of land thus designated as Parcel 10 is located and described more fully and specifically and accurately as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 965.52 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Hemecourt dated February 26, 1839, said point of beginning having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,275,293.64 and Y equals 487,375.56; thence, from said point of beginning, fronting on and running along said northerly margin of said

Public River Road on a bearing of South 66 degrees 48 minutes 38 seconds East for a distance of 187.5 feet, thence running North 24 degrees 47 minutes 08 seconds East for a distance of 1825.64 feet to a point marked by an old iron pipe and having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,276,231.26 and Y equals 488,959.03, thence running South 31 degrees 38 minutes 12 seconds West for a distance of 1560.56 feet to a point marked by an old 4 inch diameter iron pipe and having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,275,412.70 and Y equals 487,630.38, thence running South 25 degrees 02 minutes 40 seconds West for a distance of 281.26 feet to the northerly margin of the Public River Road and the point of beginning; containing 4.513 acres of land.

Being the same property acquired by Wilfred Keller from Belle Pointe Milk, Inc. by Act of Sale passed before Lawrence K. Benson, Notary Public for the Parish of Orleans, on February 15, 1933, registered in Conveyance Book "HHH", Folio 519, of the records of St. Charles Parish, Louisiana; IT BEING INTENDED TO INCLUDE IN THE PRESENT SALE AND CONVEYANCE (BUT WITHOUT ANY LIMITATION WHATSOEVER) ALL OF THE PROPERTY ACQUIRED BY THE SAID WILFRED KELLER AS AFORESAID.

PROVIDED, HOWEVER, that vendor hereby reserves to himself, his heirs and assigns, all of the oil, gas and other minerals in, on or under the land above described and sold; PROVIDED FURTHER, HOWEVER, that in connection with this reservation vendor, his heirs and assigns shall have no right to enter upon the surface of the property above described and sold nor to conduct any drilling, exploring or other operations thereon except as hereinafter set forth and subject to the provisions, conditions and limitations hereinafter set forth: Vendor, his heirs or assigns shall, before commencing any drilling anywhere on the property above described and sold, notify purchaser, its successors or assigns, in writing, of the desired location for such drilling, whereupon purchaser, its successors or assigns will advise vendor, his heirs or assigns, in writing, either (1) that said location does not interfere with the planned development of said property by purchaser, its successors or assigns, in which case vendor, his heirs or assigns may proceed to drill in said proposed location; or (2) that said proposed location for such drilling will interfere with the planned development of the property by purchaser, its successors or assigns, in which case vendor, his heirs and assigns shall not be permitted to drill in such proposed location, but purchaser, its successors or assigns will then designate and make available to vendor, his heirs or assigns such other available location not interfering with the planned development of the property by purchaser, its successors or assigns, as will enable vendor, his heirs or assigns to directionally drill under and thereby bottom a well under the originally proposed location.

TO HAVE AND TO HOLD the above described property unto the said purchaser, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of THIRTY-SIX THOUSAND FOUR HUNDRED AND NO/100 (\$36,400.00) DOLLARS, cash, which the said purchaser has well and truly paid, in ready and current money to the said vendor, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All State and Parish taxes on the property herein conveyed have been paid through the year 1957, as appears from tax research certificate annexed hereto for reference.

By reference to the Certificate of the Clerk of Court and Ex-Officio Recorder of Mortgages in and for the Parish of St. Charles annexed hereto for reference, it does not appear that said property is subject to any

encumbrances whatever.


It is further agreed by vendor and purchaser that vendor has and shall have the right and privilege to retain and keep the house, garage, sheds, fences and any other improvements presently on the property hereinabove described and sold, provided that vendor completely removes same from and off the said property hereinabove described and sold, at the sole expense, liability and responsibility of vendor, by October 31, 1958, but if said improvements or any part of same have not been completely removed by October 31, 1958, then on November 1, 1958 said improvements or any portion thereof still remaining on said property shall automatically become the property of purchaser, and vendor shall have no further rights to same or to remove same.

It is further agreed by vendor and purchaser that vendor shall have the right of occupancy of the property hereinabove described and sold through October 31, 1958, but that thereafter vendor shall have no further rights of occupancy, and the right of occupancy shall belong solely and exclusively to purchaser.

United States Internal Revenue (documentary) stamps in the amount of Forty and 15/100 (\$40.15) Dollars, duly defaced and cancelled, are annexed to ribbon original counterpart hereof, registered and on file in the office of the Clerk of Court and Register of Conveyances for the Parish of St. Charles, State of Louisiana.

IN WITNESS WHEREOF, the said WILFRED KELLER has signed and executed these presents in quadruplicate original on this 4th day of June, 1958, in St. Charles Parish, Louisiana, in the presence of the undersigned competent witnesses.

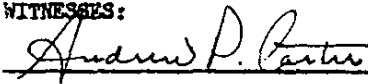
WITNESSES:


Melvin A. Schwartzman


WILFRED KELLER

IN WITNESS WHEREOF, the said LOUISIANA POWER & LIGHT COMPANY, through its aforesaid officer, has signed and executed these presents in quadruplicate original on this 4th day of June, 1958, in Orleans Parish, Louisiana, in the presence of the undersigned competent witnesses.

WITNESSES:


Melvin A. Schwartzman

LOUISIANA POWER & LIGHT COMPANY


G. C. RAWLS, Vice-President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

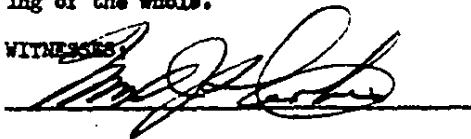
BE IT KNOWN, that on this 4th day of June, 1958, before me, the undersigned authority, a Notary Public in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, personally came and appeared:

WILFRED KELLER

to me known and known to me to be the person described in and who signed and executed the foregoing instrument, and who, after first being duly sworn by me, did declare and acknowledge in the presence of me, said Notary, and the undersigned competent witnesses, that he is the identical person who signed and executed the above and foregoing deed and act of sale to LOUISIANA POWER & LIGHT COMPANY, that his signature thereto is his own true and genuine signature, that he signed and executed said instrument as his own free act and deed, and for the uses, purposes and considerations therein stated, and that he has been married but once and then to Georgiana Perrilloux, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of St. Charles, State of Louisiana.

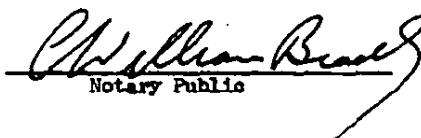
THUS DONE AND PASSED on the day and date hereinabove written in the presence of the undersigned competent witnesses, who have herunto subscribed their names, together with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:



Melvin A. Schwartzman


WILFRED KELLER


Notary Public

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 4th day of June, 1958, before me, the undersigned authority, a Notary Public in and for the Parish of Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared:

G. C. RANLS

Vice-President of LOUISIANA POWER & LIGHT COMPANY, a Florida Corporation duly qualified to do business in the State of Louisiana, said G. C. RANLS being to me known and known to me to be the person who signed and executed the foregoing instrument on behalf of LOUISIANA POWER & LIGHT COMPANY, and who, after first being duly sworn by me, Notary, did declare and acknowledge in the presence of me, said Notary, and the undersigned competent witnesses, that he is the identical person who signed and executed, on behalf of LOUISIANA POWER & LIGHT COMPANY, the above and foregoing deed and act of sale from WILFRED KELLER to LOUISIANA POWER & LIGHT COMPANY, that he is Vice-President of LOUISIANA POWER & LIGHT COMPANY and duly authorized to sign and execute said instrument in its behalf, and that he signed and executed said instrument on behalf of LOUISIANA POWER & LIGHT COMPANY as the free act and deed of said corporation, and for the uses, purposes and considerations therein stated.

THUS DONE AND PASSED on the day and date hereinabove written in the presence of the undersigned competent witnesses, who have hereto subscribed their names, together with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Andrew P. Carter

G. C. RANLS

G. C. RANLS, Vice-President,
LOUISIANA POWER & LIGHT COMPANY

Melvin I. Schwartzman

Bartholomew P. Sullivan
Notary Public

BARTHOLOMEW P. SULLIVAN, JR.
Notary Public, Parish of Orleans, State of La.
My Commission is issued for life.

STATE OF LOUISIANA

PARISH OF GILLES

Before me, the undersigned authority, personally came and appeared EMILDA MARIE MADERE KUGLER JONES, who, after first being duly sworn by me, did depose and say:

That she was born Emilda Marie Madere; that she was married to Andrew D. Kugler; that she did not herself obtain any divorce or judicial separation from Andrew D. Kugler, but that she was served with papers in a divorce suit brought against her in St. Charles Parish by Andrew D. Kugler and that she understood that he obtained the divorce; that her second husband was Walter George Jones.

/s/ Emilda Marie Madere Kugler Jones
Emilda Marie Madere Kugler Jones

Sworn to and subscribed before
me this 27th day of April, 1935.

/s/ Melvin I. Schwartzman
Melvin I. Schwartzman
Notary Public

STATE OF LOUISIANA
PARISH OF ST. CHARLES

I, the undersigned authority, certify that the above
_____ is a true and correct copy of the original
filed in the office of the Clerk of Court and Ex-Officio
Register of Conveyances and Recorder of Mortgages in and for
the Parish of St. Charles, Louisiana, at 12:45 P.M.,
August 7 1935 under entry No. 15,136 and
recorded in Conveyances Book 14 folio _____

Loretta Lynd
By _____
Clerk of Court and Ex-Officio Register
of Conveyances and Recorder of Mortgages
St. Charles Parish, Louisiana

STATE OF LOUISIANA
PARISH OF CHARLES

Before me, the undersigned authority, personally knew and appeared Melvin L. Schmittman, who, after first being duly sworn by me, did depose and say:

That he is an attorney-at-law practicing in the State of Louisiana; that he has carefully examined the index to suit records in the Parish of St. Charles and particularly in the Sixth Judicial District Court for the Parish of St. Charles; and that from said index it does not appear that any last suit was ever filed in the Parish of St. Charles by either Andrew R. Barker or by Melvin L. Schmittman, wife of Andrew R. Barker, against the other, for a divorce or a judicial separation from bed and board or otherwise. At any time during the period from January 1, 1938 through December 31, 1947, and further says, that the only law suit between said two parties, whether for divorce, judicial separation from bed and board, or otherwise, referred to herein, by the aforesaid indices from January 1, 1938 up to the present time is a suit for divorce filed on February 11, 1947 by Andrew R. Barker, as plaintiff against Melvin L. Schmittman, as defendant, in the Sixth Judicial District Court for the Parish of St. Charles, bearing the No. 134 on the books of said court; and that, as appears from the record in said suit, divorce suit, the decree thereon that person having was made on the aforesaid date, Melvin L. Schmittman, as Melvin L. Schmittman, was never mentioned and no judgment or divorce or other judgment of any kind was ever obtained, rendered or signed in said 1947 divorce suit.

Melvin L. Schmittman
Melvin L. Schmittman

Subscribed and sworn to before me this 4th day of August, 1948.

Melvin L. Schmittman
Melvin L. Schmittman

STATE OF LOUISIANA
PARISH OF ST. CHARLES

I, the undersigned authority, certify that the
above and above and above copies of the original
filed in the office of the Clerk of the Court and in the Office
Register of Conveyances and Records of Mortgages in and for
the Parish of St. Charles, Louisiana, are 13/15 A.S.
August 15, 1948 under entry No. 13/137 and
recorded in Register Book 14 folio 1

Leontine L. Leger
Clerk of Court and Ex-Officio Register
of Conveyances and Records of Mortgages
St. Charles Parish, Louisiana

KNOW ALL MEN BY THESE PRESENTS, That the undersigned -

LUKE KELLER, a person of the full age of majority, who declared that he has been married but once and then to Juliette Jacob, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

WILLIAM KELLER, a person of the full age of majority, who declared that he has been married but once and then to Louise Dube, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

NOE KELLER, a person of the full age of majority, who declared that he has been married but once and then to Gladys Knowles, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

JULES KELLER, a person of the full age of majority, who declared that he has been married but once and then to Lena Cembre, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

(Miss) LEONTINE KELLER, a person of the full age of majority, who declared that she is not now and never has been married, and that she resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

(Miss) AMELIA KELLER, sometimes known as AMELIE KELLER, a person of the full age of majority, who declared that she is not now and never has been married, and that she resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

(Mrs.) DORA KELLER, widow of MAXIE JACOB, a person of the full age of majority, who declared that she has been married but once and then to the said Maxie Jacob, who died in 1944 and from whom she was never divorced or separated, and that she has never re-married, and that she resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

(Mrs.) ALINE JACOB, wife of J. (JOSEPH) F. MONTZ, JR., sometimes known as FERNAND MONTZ, a person of the full age of majority, who declared that she has been married but once and then to the said J. (Joseph) F. Montz, Jr., sometimes known as Fernand Montz, with whom she is presently living and residing and from whom she has never been divorced or separated, and that she resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

J. (JOSEPH) F. MONTZ, JR., sometimes known as FERNAND MONTZ, a person of the full age of majority, who declared that he has been married but once and then to Aline Jacob, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

LESLIE JACOB, sometimes known as LESTER or FRANKIE L. JACOB, a person of the full age of majority, who declared that he has been married but once and then to Vivian Beebe, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

WILMORE JACOB, a person of the full age of majority, who declared that he has been married but once and then to Vivian Caudet, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

GUY KELLER, a person of the full age of majority, who declared that he has been married but once and then to Beatrice Granter, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in Houston, Harris County, Texas;

do by these presents hereby grant, bargain, sell, convey, transfer, assign,

set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which they have or may have against all preceding owners, vendors, and grantors unto:

LOUISIANA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida, duly authorized to do and doing business in the State of Louisiana, with its principal office in New Orleans, Parish of Orleans, State of Louisiana, herein appearing through and represented by C. C. RAMIS, its duly authorized Vice-President,

here present accepting and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession of, all and singular, the following described property, to-wit:

X A certain tract or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the East or left descending bank of the Mississippi River, at or near Natchez, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, extending from the Mississippi River, on which it has a frontage of two arpents, between converging lines to the forty arpent line, bounded on its southerly side by the Mississippi River, on its easterly side by property now or formerly owned by Mary B. Keller, et als, on its northerly side by the northerly section line of said Section 11, which is also the forty arpent line, and on its westerly side by property now or formerly owned by Wilfred Keller and by property formerly owned by Cadeaux Sugars, Inc., now owned by Louisiana Power & Light Company; and in accordance with a plan of survey by F. C. Candolle, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956), (a copy of which plan of survey is annexed hereto and made a part hereof,) said tract or parcel of land is located and described more fully and specifically as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,153.02 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly Section Line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Hauscourt, dated February 26, 1839; thence, from said point of beginning, fronting on and running along said northerly margin of said Public River Road on a bearing of South 66 degrees 48 minutes 38 seconds East for a distance of 373.21 feet, thence running North 22 degrees 12 minutes 20 seconds East for a distance of 7,369.20 feet (to the northerly section line of said Section 11, which line is also the forty arpent line, thence running along said northerly section line or forty arpent line on a bearing of North 79 degrees 16 minutes 33 seconds West for a distance of 42.64 feet to a point marked by an old 4 inch diameter iron pipe and having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,278,552.21 and Y equals 493,985.36, thence running on a bearing of South 24 degrees 47 minutes 08 seconds West for a distance of 7,361.96 feet to the northerly margin of the Public River Road and the point of beginning; together with all of the land, including all of the batture, between the above described frontage of said tract of land on and along the northerly margin of the Public River Road and the bank line of the Mississippi River between the projections of the above described side lines of said tract of land, said side lines being projected and extended along their aforesaid bearings from the northerly margin of the Public River Road to their respective intersections with the bank line of the Mississippi River.

INCLUDED WITHIN THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND are those eight (8) certain lots of ground, bearing the Lots Numbers 1 through 8 respectively, into which a part of the front portion of the above described tract or parcel of land was partitioned of record; said lots being described in their record title descriptions as follows: Lots 1, 2, 3, 4 and 5 adjoin each other and have each a (record title) width on Jefferson Highway of 72 4/5 feet by a depth of 400 feet between lines closing according to original titles and are bounded in the rear by a (record title) twenty foot roadway running across said tract of land, Lot 5 being bounded above by the westerly property line of said tract or parcel of land and below by Lot 4, Lot 4 being bounded above by Lot 5 and below by Lot 3, Lot 3 being bounded above by Lot 4 and below by Lot 2, Lot 2 being bounded above by Lot 3 and below by Lot 1, and Lot 1 being bounded above Lot 2 and below by a (record title) twenty foot road leading from Jefferson Highway to the forty arpent line; Lots 6, 7 and 8 adjoin each other and have each a (record title) width of 72 4/5 feet on a (record title) twenty foot roadway running across said tract of land by a depth of 400 feet between lines closing according to original titles and are bounded in the rear by the remaining property of said tract of land, Lot 6 being bounded below by a (record title) twenty foot roadway running from Jefferson Highway to the forty arpent line and above by Lot 7, Lot 7 being bounded below by Lot 6 and above by Lot 8, and Lot 8 being bounded below by Lot 7 and above by the remaining property of said tract of land. AND, in accordance with a plan of survey by F. C. Cendolfo, Jr., Surveyor, dated April 22, 1958, (a copy of which is annexed hereto and made a part hereof,) said 8 lots are located and described more fully, specifically and accurately as follows, to-wit:

Commencing at the same point of beginning on the northerly margin of the Public River Road as the point of beginning hereinabove described and set forth for the tract or parcel of land hereinabove described, which point of beginning is the southwesterly corner of Lot Number 5, Lots Numbers 5, 4, 3, 2 and 1 adjoin each other in that order and measure, running from said point of beginning along the northerly margin of the Public River Road on a bearing of South 66 degrees 48 minutes 38 seconds East, 70.64 feet each front on the northerly margin of the Public River Road by a width in the rear, running along the southerly margin of a record title twenty foot roadway running across said tract, on a bearing of South 66 degrees 49 minutes 37 seconds East, of 67.04 feet each; Lot Number 5 having a depth of 400 feet on its upper or westerly sideline, which is also the upper or westerly sideline of the tract or parcel of land hereinabove described, running on a bearing of North 24 degrees 47 minutes 08 seconds East, and a depth of 399.94 feet on its lower or easterly sideline, separating it from Lot Number 4, and running on a bearing of North 24 degrees 16 minutes 10 seconds East; Lot Number 4 having a depth of 399.94 feet on its upper or westerly sideline, separating it from Lot Number 5, and running on a bearing of North 24 degrees 16 minutes 10 seconds East, and a depth of 399.90 feet on its lower or easterly sideline, separating it from Lot Number 3, and running on a bearing of North 23 degrees 45 minutes 13 seconds East; Lot Number 3 having a depth of 399.90 feet on its upper or westerly sideline, separating it from Lot Number 4, and running on a bearing of North 23 degrees 45 minutes 13 seconds East, and a depth of 399.90 feet on its lower or easterly sideline, separating it from Lot Number 2, and running on a bearing of North 23 degrees 14 minutes 16 seconds East; Lot Number 2 having a depth of 399.90 feet on its upper or westerly sideline, separating it from Lot Number 3, and running on a bearing of North 23 degrees 14 minutes 16 seconds East, and a depth of 399.94 feet on its lower or easterly sideline, separating it from Lot Number 1, and running on a bearing of North 22 degrees 43 minutes 17 seconds East; Lot Number 1 having a depth of 399.94 feet on its upper or westerly sideline, separating it from Lot Number 2, and running on a bearing of North 22 degrees 43 minutes 17 seconds East, and a depth of 400 feet on its lower or easterly sideline, running along the westerly margin of a record title twenty foot road-

way leading from Jefferson Highway (Public River Road) to the forty arpent line, on a bearing of North 22 degrees 12 minutes 20 seconds East. Lots Numbers 8, 7 and 6 adjoin each other in that order; the southwesterly corner of Lot Number 8 being located and reached by running from the aforesaid point of beginning on the northerly margin of the Public River Road for a distance of 420.01 feet along the upper or westerly sideline of the tract or parcel of land hereinabove described, on a bearing of North 24 degrees 47 minutes 08 seconds East, to the northerly margin of the said record title twenty foot roadway running across said tract, thence running along said northerly margin of said record title roadway, on a bearing of South 66 degrees 49 minutes 37 seconds East, for a distance of 122.38 feet to said southwesterly corner of Lot Number 8; and said Lots Numbers 8, 7 and 6 measure, running from said southwesterly corner of Lot Number 8 along said northerly margin of said record title roadway on a bearing of South 66 degrees 49 minutes 37 seconds East, 70.64 feet each front on and along said northerly margin of said record title roadway by a width in the rear of 67.04 feet each running along a line having a bearing of South 66 degrees 50 minutes 07 seconds East; Lot Number 8 having a depth of 400 feet on its upper or westerly sideline, separating it from the remainder of the above described tract or parcel of land, running on a bearing of North 23 degrees 45 minutes 13 seconds East, and a depth of 399.97 feet on its lower or easterly sideline, separating it from Lot Number 7, and running on a bearing of North 23 degrees 14 minutes 15 seconds East; Lot Number 7 having a depth of 399.97 feet on its upper or westerly sideline, separating it from Lot Number 8, and running on a bearing of North 23 degrees 14 minutes 15 seconds East, and a depth of 399.95 feet on its lower or easterly sideline, separating it from Lot Number 6, and running on a bearing of North 22 degrees 43 minutes 17 seconds East; and Lot Number 6 having a depth of 399.95 feet on its upper or westerly sideline, separating it from Lot Number 7, and running on a bearing of North 22 degrees 43 minutes 17 seconds East, and a depth of 400 feet on its lower or easterly sideline, running along the westerly margin of the aforesaid record title twenty foot roadway leading from Jefferson Highway (Public River Road) to the forty arpent line, on a bearing of North 22 degrees 12 minutes 20 seconds East. Said Lots Numbers 1 through 8, both inclusive, each contains 0.632 of an acre.

The above-described tract or parcel of land, including the aforesaid eight (8) lots, includes all of the parcels designated by the enclosed numbers 1 through 9, both inclusive, on the aforesaid (and attached) plans of survey by F. C. Candolfo, Jr., Surveyor, dated April 22, 1958 and April 23, 1958, and comprises a total gross acreage, including all roads or roadways, levees and batters, of 42.659 acres.

Acquired by Act of Sale from Josephine Vielmair, widow of Jules Keller by Act of Sale passed before Irby T. Boudouin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, on May 27, 1929, registered in Conveyance Book "CO" Folio 186, of the records of St. Charles Parish, Louisiana; and by Act passed before Irby T. Boudouin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, on May 27, 1929, registered in Conveyance Book "CO" Folio 189 of the records of St. Charles Parish, Louisiana; and by Act of Sale by Guy Keller to Marie Jacob passed before Irby T. Boudouin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, on May 7, 1932, registered in Conveyance Book "HR" Folio 220 of the records of St. Charles Parish; and by Judgment of Possession rendered and signed on August 4th, 1944, in the proceedings entitled "Succession of Marie Jacob", No. 3336 on the Docket of the 24th Judicial District Court for the Parish of St. Charles, registered in Conveyance Book "AAA" Folio 171 of the records of St. Charles Parish; and by Act of Sale from Dora Keller Jacob to Lester Jacob, Wilmore Jacob and Aline Jacob, wife of Fernand Monts, passed before B. J. Lehmann, Jr., Notary Public for the Parish of St. Charles on April 25th, "one thousand, nine hundred fifty-", registered in Conveyance Book 20 Folio 51 of the records of St. Charles Parish on May 8, 1958. It being intended to include in the present sale and conveyance (but without any limitation whatsoever) all of the property acquired by the said vendors as aforesaid and all of the property in said Section 11, Township 12 South, Range 7 East, acquired by the said vendors or

any of them as heirs of the late Jules Keller, husband of Josephine Vicknair; it being further intended, understood and agreed, however, that there is not included in the present sale and conveyance but on the contrary there is excluded therefrom any and all property of the vendors or any of them located to the rear or northerly of the forty arpent line.

PROVIDED, HOWEVER, that vendors hereby reserve to themselves, their heirs and assigns, all of the oil, gas and other minerals in, on or under the land above described and sold; PROVIDED FURTHER, HOWEVER, that in connection with this reservation vendors, their heirs and assigns shall have no right to enter upon the surface of the property above described and sold nor to conduct any drilling, exploring or other operations thereon except as hereinafter set forth and subject to the provisions, conditions and limitations hereinafter set forth: Vendors, their heirs or assigns shall, before commencing any drilling or exploring anywhere on the property above described and sold, notify purchaser, its successor or assigns, in writing, of the desired location for such drilling or exploring; whereupon purchaser, its successors or assigns will advise vendors, their heirs or assigns, in writing, either (1) that said location does not interfere with the planned development of said property by purchaser, its successors or assigns, in which case vendors, their heirs or assigns may proceed to drill or explore in said proposed location; or (2) that said proposed location for such drilling or exploring will interfere with the planned development of the property by purchaser, its successors or assigns, in which case vendors, their heirs and assigns shall not be permitted to drill or explore in such proposed location, but purchaser, its successors or assigns will then designate and make available to vendors, their heirs or assigns such other available location not interfering with the planned development of the property by purchaser, its successors or assigns, as will enable vendors, their heirs or assigns to directionally drill or explore under the originally proposed location.

TO HAVE AND TO HOLD the above described property unto the said purchaser, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of ONE HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED AND NO/100 (\$156,500.00) DOLLARS, cash, which the said purchaser has well and truly paid, in ready and current money to the said vendors, who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefor.

All State and Parish taxes on the property herein conveyed have been paid through the year 1957, as appears from tax research certificates annexed hereto for reference.

By reference to the Certificate of the Clerk of Court and Ex-Officio Recorder of Mortgages in and for the Parish of St. Charles annexed hereto for reference, it does not appear that said property is subject to any encumbrances whatever.

It is further agreed by vendors and purchaser that vendors have and shall have the right and privilege to retain and keep the houses, garages, sheds, fences and any other improvements presently on the property hereinabove described and sold, provided that vendors completely remove same from and off the said property hereinabove described and sold, at the sole expense, liability and responsibility of vendors, by October 31, 1958, but if said improvements or any part of same have not been completely removed by October 31, 1958, then on November 1, 1958 said improvements or any portion thereof still remaining on

said property shall automatically become the property of purchaser, and vendors shall have no further rights to same or to remove same.

It is further agreed by vendors and purchaser that until and including October 31, 1958, vendors shall have the right of occupancy of all of the houses, buildings, garages, sheds and any other improvements located on the above-mentioned and described Lots Numbers 1 through 5, together with the non-exclusive right of occupancy and use of all of the land contained in and covered by that portion of said Lots Numbers 1 through 5 extending from the Public River Road northerly for a distance of 300 feet, provided that no use of or activities on said portion of said Lots Numbers 1 through 5 by purchaser during said period through October 31, 1958 shall unreasonably interfere with or inconvenience vendors in their occupancy of the improvements located thereon; but that after October 31, 1958 vendors shall have no further rights of occupancy or otherwise with regard to any part or portion of the property hereinabove described and sold and/or any and all of the improvements then remaining thereon, and all of the rights of occupancy shall belong solely and exclusively to purchaser.

United States Internal Revenue (documentary) stamps in the amount of ONE HUNDRED SEVENTY-TWO AND 15/100 (\$172.15) DOLLARS, duly defaced and cancelled, are annexed to ribbon original counterpart hereof, registered and on file in the office of the Clerk of Court and Register of Conveyances for the Parish of St. Charles, State of Louisiana.

IN WITNESS WHEREOF, the said vendors (except Guy Keller) have signed and executed these presents in quadruplicate original on this 26th day of July, 1958, in St. Charles Parish, Louisiana, in the presence of the undersigned competent witnesses.

WITNESSES TO SIGNATURES OF ALL VENDORS EXCEPT GUY KELLER:

(Cpy.) Edward A. Leary (Cpy.) Luke Keller
LUKE KELLER

(Cpy.) Luc M. Leary (Cpy.) William Keller
WILLIAM KELLER

(Cpy.) Noe Keller
NOE KELLER

(Cpy.) Jules Keller
JULES KELLER

(Cpy.) Miss Leontine Keller
(Miss) LEONTINE KELLER

(Cpy.) Miss Amelia Keller
(Miss) AMELIA KELLER, sometimes known as AMELIE KELLER

(Cpy.) Madame Keller Jacob
(Mrs.) DORA KELLER JACOB

(Sgd.) Aline Jacob Montz
(Mrs.) ALINE JACOB MONTZ

(Sgd.) J. P. Montz Jr.
J. (JOSEPH) P. MONTZ, JR., sometimes
known as FERNAND MONTZ

(Sgd.) Francis L. Jacob
LESLIE JACOB, sometimes known as
LESTER or FRANCIS L. JACOB

(Sgd.) Wilmore Jacob
WILMORE JACOB

IN WITNESS WHEREOF, the said GUY KELLER has signed and executed these pre-
sents in quadruplicate original on this 26th day of July, 1958, in
St. Charles Parish, La.,
~~Monroe Parish, Louisiana~~, in the presence of the undersigned competent
witnesses.

WITNESSES:

(Sgd.) Edward A. Loring

(Sgd.) Guy Keller
GUY KELLER

(Sgd.) Ruth M. LeBeau

IN WITNESS WHEREOF, the said LOUISIANA POWER & LIGHT COMPANY, through its
aforesaid officer, has signed and executed these presents in quadruplicate origi-
nal on this 21st day of July, 1958, in Orleans Parish, Louisiana, in the pre-
sence of the undersigned competent witnesses.

WITNESSES:

LOUISIANA POWER & LIGHT COMPANY

(Sgd.) L. A. Fournier

(Sgd.) G. C. Rawls
G. C. RAWLS, Vice-President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 26th day of July, 1958, before me, the undersigned authority, a Notary Public in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, personally came and appeared:

LUKE KELLER,
WILLIAM KELLER,
MOE KELLER,
JULES KELLER,
(Miss) LEONTINE KELLER,
(Miss) AMELIA KELLER, sometimes known as AMELIE KELLER,
(Mrs.) DORA KELLER, widow of MAXIE JACOB,
(Mrs.) ALINE JACOB, wife of J. (JOSEPH) F. MONTZ, JR., sometimes known as FERNAND MONTZ,
J. (JOSEPH) F. MONTZ, JR., sometimes known as FERNAND MONTZ,
LESLIE JACOB, sometimes known as LESTER or FRANCIS L. JACOB, and
WILHEMIE JACOB,

all being to me known and known to me to be the persons by those names mentioned and described in and who signed and executed the foregoing instrument, and who, after all being first duly sworn by me, Notary, did each declare and acknowledge in the presence of said Notary, and the undersigned competent witnesses, that they are the identical persons who signed and executed the above and foregoing deed and act of sale of property in St. Charles Parish, Louisiana, to LOUISIANA POWER & LIGHT COMPANY, that their respective signatures thereto are their own true and genuine signatures, and that they each signed and executed said instrument as their own free act and deed, and for the uses, purposes and considerations therein stated; and that they are all persons of the full age of majority and residents of and domiciled in the Parish of St. Charles, State of Louisiana; and further:

the said Luke Keller declared that he has been married but once and then to Juliette Jacob, with whom he is presently living and residing and from whom he has never been divorced or separated;

the said William Keller declared that he has been married but once and then to Louise Duhe, with whom he is presently living and residing and from whom he has never been divorced or separated;

the said Moe Keller declared that he has been married but once and then to Gladys Ansdies, with whom he is presently living and residing and from whom he has never been divorced or separated;

the said Jules Keller declared that he has been married but once and then to Lena Centre, with whom he is presently living and residing and from whom he has never been divorced or separated;

the said (Miss) Leontine Keller declared that she is not now and never has been married;

the said (Miss) Amelia Keller, sometimes known as Amelie Keller, as she now acknowledged, declared that she is not now and never has been married;

the said (Mrs.) Dora Keller, widow of Maxie Jacob, declared that she has been married but once and then to the said Maxie Jacob, who died in 1944 and whose succession proceedings were conducted under the title "Succession of Maxie Jacob", being No. 3336 on the Docket of the 24th Judicial District Court for the Parish of St. Charles, Louisiana, and that she has never re-married;

the said (Mrs.) Aline Jacob, wife of J. (Joseph) F. Montz, Jr., sometimes known as Fernand Montz, declared that she has been married but once and then to the said J. (Joseph) F. Montz, Jr., sometimes known as Fernand Montz, with whom she is presently living and residing and from whom she has never been divorced or separated;

the said J. (Joseph) P. Montz, Jr., sometimes known as Fernand Montz, as he now acknowledged, declared that he has been married but once and then to Aline Jacob, with whom he is presently living and residing and from whom he has never been divorced or separated;

the said Lealie Jacob, sometimes known as Lester or Francis L. Jacob, as he now acknowledged, declared that he has been married but once and then to Vivian Beebe, with whom he is presently living and residing and from whom he has never been divorced or separated; and

the said Wilmore Jacob declared that he has been married but once and then to Vivian Caudet, with whom he is presently living and residing and from whom he has never been divorced or separated.

THIS DONE AND PASSED on the day and date first hereinabove written in the presence of the undersigned competent witnesses, who have hereto subscribed their names, together with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Agst. Luke Keller
LUKE KELLER

Agst. William Keller
WILLIAM KELLER

Agst. Noe Keller
NOE KELLER

Agst. Jules Keller
JULES KELLER

Agst. Miss Leontine Keller
(Miss) LEONTINE KELLER

Agst. Edward J. Lowry

Agst. Miss Amelia Keller
(Miss) AMELIA KELLER, sometimes known as AMELIE KELLER

Agst. Ruth M. Labouf

Agst. Mrs. Dora Keller Jacob
(Mrs.) DORA KELLER JACOB

Agst. Aline Jacob Montz
(Mrs.) ALINE JACOB MONTZ

Agst. J. P. Montz Jr.
J. (JOSEPH) P. MONTZ, JR., sometimes known as FERNAND MONTZ

Agst. Francis L. Jacob
LESLIE JACOB, sometimes known as LESTER or FRANCIS L. JACOB

Agst. Wilmore Jacob
WILMORE JACOB

Agst. C. William Bradley
C. WILLIAM BRADLEY, Notary Public

A C K N O W L E D G M E N T

STATE OF LOUISIANA

PARISH OF SAINT CHARLES

BE IT KNOWN, that on this 26th, day of July, 1958, before me, the undersigned authority, a Notary Public in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, personally came and appeared:

GUY KELLER

to me known and known to me to be the Guy Keller mentioned and described in and who signed and executed the foregoing instrument, and who, after first being duly sworn by me, did declare and acknowledge in the presence of me, said Notary, and the undersigned competent witnesses, that he is the identical person who signed and executed the above and foregoing deed and act of sale of property in St. Charles Parish, Louisiana, to LOUISIANA POWER & LIGHT COMPANY, that his signature thereto is his own true and genuine signature, that he signed and executed said instrument as his own free act and deed, and for the uses, purposes and considerations therein stated, and that he has been married but once and then to Beatrice Granter, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in Houston, Harris County, Texas.

THUS DONE AND PASSED on the day and date hereinabove written in the presence of the undersigned competent witnesses, who have hereunto subscribed their names, together with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

(sgd.) Edward A. Lowry

(sgd.) Guy Keller
GUY KELLER

(sgd.) Ruth M. LeBeau

(sgd.) William Bradley
Notary Public

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 21st day of July, 1938, before me, the undersigned authority, a Notary Public in and for the Parish of Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared:

G. C. RAMIS

Vice-President of LOUISIANA POWER & LIGHT COMPANY, a Florida corporation duly qualified to do business in the State of Louisiana, said G. C. RAMIS being to me known and known to me to be the person who signed and executed the foregoing instrument on behalf of LOUISIANA POWER & LIGHT COMPANY, and who, after first being duly sworn by me, Notary, did declare and acknowledge in the presence of me, said Notary, and the undersigned competent witnesses, that he is the identical person who signed and executed, on behalf of LOUISIANA POWER & LIGHT COMPANY, the above and foregoing deed and act of sale of property in St. Charles Parish, Louisiana, from LAKE KELLER, ET AL to LOUISIANA POWER & LIGHT COMPANY, that he is Vice-President of LOUISIANA POWER & LIGHT COMPANY and duly authorized to sign and execute said instrument in its behalf, and that he signed and executed said instrument on behalf of LOUISIANA POWER & LIGHT COMPANY as the free act and deed of said corporation, and for the uses, purposes and considerations therein stated.

THIS DEED AND ACT, on the day and date hereinabove written in the presence of the undersigned competent witnesses, was subscribed and signed by the said G. C. RAMIS, Vice-President of LOUISIANA POWER & LIGHT COMPANY, together with the said witnesses and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]
G. C. RAMIS, Vice-President,
LOUISIANA POWER & LIGHT COMPANY

[Signature]

[Signature]
Notary Public

State of Louisiana,
Parish of St. Charles,

I, the undersigned, Clerk of Court and Ex-officio Recorder for the Parish of
St. Charles, State of Louisiana, do hereby certify that the act of Sale

COB#17,905 by Luke Keller, et al.

to Louisiana Power & Light Company

by act executed before

Notary Public for the Parish of

on the 26th day of July 19 58, was duly

recorded in my office in Conveyance Book 21

folio 47 on the 29th day of July 19 58

Witness my hand and seal of office this 4th day of August 19 58

Ludie S. Sallege
Dy. Clerk of Court and Recorder

State of Louisiana,
Parish of St. Charles,

I, the undersigned, Clerk of Court and Ex-officio Recorder for the Parish of
St. Charles, State of Louisiana, do hereby certify that the act of Sale

COB #17,906 by Mary Barrios Keller, et al.

to Louisiana Power & Light Company

by act executed before

Notary Public for the Parish of

on the 28th day of July 19 58, was duly

recorded in my office in Conveyance Book 21

folio 51 on the 29th day of July 19 58

Witness my hand and seal of office this 4th day of August 19 58.

Goldie G. Sledge
Dy. Clerk of Court and Recorder

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KNOW ALL MEN BY THESE PRESENTS, That the undersigned -

(Mrs.) MARY BARRIOS, widow of FLAVIN KELLER, a person of the full age of majority, who declared that she has been married but once and then to the said Flavin Keller, who died on December 21, 1942 and whose Succession proceedings were conducted in the matter entitled "Succession of Flavin Keller", being No. 3207 on the Docket of the 24th Judicial District Court for the Parish of St. Charles, State of Louisiana, and that she was never divorced or separated from the said Flavin Keller, and has never re-married, and that she resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

DEWEY KELLER, a person of the full age of majority, who declared that he has been married but twice, the first time to Helen Lanay, who died in 1927, and the second time to Betty Marlowe, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of Jefferson, State of Louisiana; and

SIDNEY KELLER, a person of the full age of majority, who declared that he has been married but once and then to Carlotta Harris, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of Jefferson, State of Louisiana; and

EDDIE KELLER, a person of the full age of majority, who declared that he has been married but once and then to Pearl Bernal, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

(Mrs.) EDITH KELLER, wife of C. (CLARENCE) L. BERGERON, a person of the full age of majority, who declared that she has been married but once and then to C. (Clarence) L. Bergeron, with whom she is presently living and residing and from whom she has never been divorced or separated, and that she resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

C. (CLARENCE) L. BERGERON, a person of the full age of majority, who declared that he has been married but once and then to Edith Keller, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

(Mrs.) CLAIRE KELLER, wife of CLARENCE CAMBRE, a person of the full age of majority, who declared that she has been married but once and then to Clarence Cambre, with whom she is presently living and residing and from whom she has never been divorced or separated, and that she resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

CLARENCE CAMBRE, a person of the full age of majority, who declared that he has been married but once and then to Claire Keller, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of St. Charles, State of Louisiana; and

(Mrs.) CECILE KELLER, wife of BERNARD J. LORIO, a person of the full age of majority, who declared that she has been married but once and then to Bernard J. Lorio, with whom she is presently living and residing and from whom she has never been divorced or separated, and that she resides and is domiciled in the Parish of East Baton Rouge, State of Louisiana; and

BERNARD J. LORIO, a person of the full age of majority, who declared that he has been married but once and then to Cecile Keller, with whom he is presently living and residing and from whom he has never been divorced or separated, and that he resides and is domiciled in the Parish of East Baton Rouge, State of Louisiana;

do by these presents hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which they have or may

have against all preceding owners, vendors, and grantors unto;

LOUISIANA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida, duly authorized to do and doing business in the State of Louisiana, with its principal office in New Orleans, Parish of Orleans, State of Louisiana, herein appearing through and represented by O. C. RAWLS, its duly authorized Vice-President,

here present accepting and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession of, all and singular, the following described property, to-wit:

A certain tract or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in any-wise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the East or left descending bank of the Mississippi River, at or near Monte, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, extending from the Mississippi River, on which it has a frontage of one arpent, between converging lines to the forty arpent line, bounded on its southerly side by the Mississippi River, on its easterly or downstream side by the properties of Jules Laurent, Jr., et als (now or formerly), on its northerly side by the northerly section line of said Section 11, which is also the forty arpent line, and on its westerly or upstream side by property now or formerly owned by Luke Keller, et als (heirs of Jules Keller, et als); and in accordance with a plan of survey by P. G. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956), a copy of which plan of survey is annexed hereto and made a part hereof, whereon said tract or parcel of land is designated by the encircled number 11, said tract or parcel of land thus designated as Parcel 11 is located and described more fully and specifically as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,526.23 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Honnecourt, dated February 26, 1839; thence, from said point of beginning, fronting on and running along said northerly margin of said Public River Road on a bearing of South 66 degrees 48 minutes 38 seconds East for a distance of 186.59 feet, thence running on a bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 7,378.52 feet to the northerly section line of said Section 11, which line is also the forty arpent line, thence running along said northerly section line or forty arpent line on a bearing of North 79 degrees 16 minutes 33 seconds West for a distance of 21.32 feet, thence running on a bearing of South 22 degrees 12 minutes 20 seconds West for a distance of 7,369.20 feet to the northerly margin of the Public River Road and the point of beginning; together with all of the land, including all of the batture, between the above described frontage of said tract of land on and along the northerly margin of the Public River Road and the bank line of the Mississippi River between the projections of the above described side lines of said tract of land; said side lines being projected and extended along their aforesaid bearings from the northerly margin of the Public River Road to their respective intersections with the bank line of the Mississippi River; containing a total gross acreage, including all levee and road and batture, of 21.258 acres.

Being the same property acquired by Act of Sale passed before Irty T. Baudouin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles on May 18, 1926, registered in Conveyance Book "T" Folio 487 of the records of St. Charles Parish, Louisiana on May 18, 1926; and by Act of Sale passed before Irty T. Baudouin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles

on July 8, 1927, registered in Conveyance Book "2" Folio 592, of the records of St. Charles Parish, Louisiana, on July 8, 1927; and by Act of Sale passed before Charles L. Malancon, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles on April 4, 1944, registered in Conveyance Book "II" Folio 394, of the records of St. Charles Parish, Louisiana, on April 5, 1944; and by Judgment of Possession rendered and signed on June 30, 1947 in the proceedings entitled "Succession of Flavin Keller", No. 3207 on the Docket of the Twenty-Fourth Judicial District Court for the Parish of St. Charles, State of Louisiana, registered in Conveyance Book "III" Folio 597, of the records of St. Charles Parish, Louisiana, on July 2, 1947; IT BEING INTENDED TO INCLUDE IN THE PRESENT SALE AND CONVEYANCE (BUT WITHOUT ANY LIMITATION WHATSOEVER) ALL OF THE PROPERTY ACQUIRED AS AFORESAID.

PROVIDED, HOWEVER, that vendors hereby reserve to themselves, their heirs and assigns, all of the oil, gas and other minerals in, on or under the land above described and sold; PROVIDED FURTHER, HOWEVER, that in connection with this reservation vendors, their heirs and assigns shall have no right to enter upon the surface of the property above described and sold nor to conduct any drilling, exploring or other operations thereon except as hereinafter set forth and subject to the provisions, conditions and limitations hereinafter set forth: Vendors, their heirs or assigns shall, before commencing any drilling anywhere on the property above described and sold, notify purchaser, its successors or assigns, in writing, of the desired location for such drilling, whereupon purchaser, its successors or assigns will advise vendors, their heirs or assigns, in writing, either (1) that said location does not interfere with the planned development of said property by purchaser, its successors or assigns, in which case vendors, their heirs or assigns may proceed to drill in said proposed location; or (2) that said proposed location for such drilling will interfere with the planned development of the property by purchaser, its successors or assigns, in which case vendors, their heirs and assigns shall not be permitted to drill in such proposed location, but purchaser, its successors or assigns will then designate and make available to vendors, their heirs or assigns such other available location not interfering with the planned development of the property by purchaser, its successors or assigns, as will enable vendors, their heirs or assigns to directionally drill under and thereby bottom a well under the originally proposed location.

TO HAVE AND TO HOLD the above described property unto the said purchaser, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, cash, which the said purchaser has well and truly paid, in ready and current money to the said vendors, who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefor.

All State and Parish taxes on the property herein conveyed have been paid through the year 1957, as appears from tax research certificates annexed hereto for reference.

By reference to the Certificate of the Clerk of Court and Ex-Officio Recorder of Mortgages in and for the Parish of St. Charles annexed hereto for reference, it does not appear that said property is subject to any encumbrances whatever.

It is further agreed by vendors and purchaser that vendors have and shall have the right and privilege to retain and keep the house, barn, shed, fences and any other improvements presently on the property hereinabove described and sold, provided that vendors completely remove same from and off the said property

hereinabove described and sold, at the sole expense, liability and responsibility of vendors, by October 31, 1958, but if said improvements or any part of same have not been completely removed by October 31, 1958, then on November 1, 1958 said improvements or any portion thereof still remaining on said property shall automatically become the property of purchaser, and vendors shall have no further rights to same or to remove same.

It is further agreed by vendors and purchaser that until and including October 31, 1958, vendors shall have the right of occupancy and use of the house, barn, shed and any other improvements located on the property hereinabove described and sold, together with the non-exclusive right of occupancy and use of all of the land contained in and covered by that portion of said property extending from the Public River Road northerly for a distance of 300 feet, provided that no use of or activities on said portion of said property by purchaser during said period through October 31, 1958 shall unreasonably interfere with or inconvenience vendors in their occupancy and use of the improvements located thereon; but that after October 31, 1958 vendors shall have no further rights of occupancy or use or otherwise with regard to any part or portion of the property hereinabove described and sold and/or any and all of the improvements then remaining thereon, and all of the rights of occupancy and use shall belong solely and exclusively to purchaser.

United States Internal Revenue (documentary) stamps in the amount of FIFTY-FIVE AND NO/100 (\$55.00) DOLLARS, duly defaced and cancelled, are annexed to ribbon original counterpart hereof, registered and on file in the office of the Clerk of Court and Register of Conveyances for the Parish of St. Charles, State of Louisiana.

IN WITNESS WHEREOF, the said vendors have signed and executed these presents in quadruplicate original on this 29th day of July, 1958, in St. Charles Parish, Louisiana, in the presence of the undersigned competent witnesses.

WITNESSES TO SIGNATURES OF
ALL VENDORS:

Earl B. Keller

Melvin A. Schwartzman

Mary B. Keller
(Mrs.) MARY BARRIOS KELLER

Denny Keller
DENNY KELLER

Sidney Keller
SIDNEY KELLER

Eddie Keller
EDDIE KELLER

Mrs. Edith Keller Bergeron
(Mrs.) EDITH KELLER BERGERON

C. (Clarence) L. Herndon

C. (CLARENCE) L. HERNDON

Mrs. Claire Keller Camere

(Mrs.) CLAIRE KELLER CAMERE

Clarence Camere

CLARENCE CAMERE

Mrs. Cecile Keller Lorio

(Mrs.) CECILE KELLER LORIO

Bernard J. Lorio

BERNARD J. LORIO

IN WITNESS WHEREOF, the said LOUISIANA POWER & LIGHT COMPANY, through its
aforesaid officer, has signed and executed these presents in quadruplicate origi-
nal on this 28th day of July, 1958, in Orleans Parish, Louisiana, in
the presence of the undersigned competent witnesses.

WITNESSES:

William H. Ray

LOUISIANA POWER & LIGHT COMPANY

E. A. Fink

BY *G. C. Rawls*

G. C. RAWLS, Vice-President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 28th day of July, 1958, before me, the undersigned authority, a Notary Public in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, personally came and appeared:

(Mrs.) MARY BARRIOS, widow of FLAVIN KELLER,
DEWEY KELLER,
SIDNEY KELLER,
EDDIE KELLER,
(Mrs.) EDITH KELLER, wife of C. (CLARENCE) L. BERGERON,
C. (CLARENCE) L. BERGERON,
(Mrs.) CLAIRE KELLER, wife of CLARENCE CAMBRE,
CLARENCE CAMBRE,
(Mrs.) CECILE KELLER, wife of BERNARD J. LORIO, and
BERNARD J. LORIO,

all being to me known and known to me to be the persons by those names mentioned and described in and who signed and executed the foregoing instrument, and who, after all being first duly sworn by me, Notary, did each declare and acknowledge in the presence of me, said Notary, and the undersigned competent witnesses, that they are the identical persons who signed and executed the above and foregoing deed and act of sale of property in St. Charles Parish, Louisiana, to LOUISIANA POWER & LIGHT COMPANY, that their respective signatures thereto are their own true and genuine signatures, and that they each signed and executed said instrument as their own free act and deed, and for the uses, purposes and considerations therein stated; and that they are all persons of the full age of majority and residents of and domiciled in the Parish of St. Charles, State of Louisiana, except that the said Dewey Keller and Sidney Keller are residents of and domiciled in the Parish of Jefferson, State of Louisiana, and that the said (Mrs.) Cecile Keller, wife of Bernard J. Lorio and Bernard J. Lorio are residents of and domiciled in the Parish of East Baton Rouge, State of Louisiana, and further:

the said (Mrs.) Mary Barrios, widow of Flavin Keller, declared that she has been married but once and then to the said Flavin Keller, who died in 1942 and whose succession proceedings were conducted under the title "Succession of Flavin Keller", being No. 3207 on the Docket of the 24th Judicial District Court for the Parish of St. Charles, Louisiana, and that she has never re-married;

the said Dewey Keller declared that he has been married but twice; the first time to Helen Laney, who died in 1927, and the second time to Betty Marlowe, with whom he is presently living and residing and from whom he has never been divorced or separated;

the said Sidney Keller declared that he has been married but once and then to Carlotta Harris, with whom he is presently living and residing and from whom he has never been divorced or separated;

the said Eddie Keller declared that he has been married but once and then to Pearl Becnel, with whom he is presently living and residing and from whom he has never been divorced or separated;

the said (Mrs.) Edith Keller, wife of C. (Clarence) L. Bergeron, declared that she has been married but once and then to the said C. (Clarence) L. Bergeron, with whom she is presently living and residing and from whom she has never been divorced or separated;

the said C. (Clarence) L. Bergeron declared that he has been married but once and then to Edith Keller, with whom he is presently living and residing and from whom he has never been divorced or separated;

the said (Mrs.) Claire Keller, wife of Clarence Cambre, declared that she has been married but once and then to the said Clarence Cambre, with whom she is presently living and residing and from whom she has never been divorced or separated;

the said Clarence Cambre declared that he has been married but once and then to Claire Keller, with whom he is presently living and residing and from whom he has never been divorced or separated;

(Mrs.) Cecile Keller, wife of Bernard J. Lorio, declared that she has been married but once and then to the said Bernard J. Lorio, with whom she is presently living and residing and from whom she has never been divorced or separated; and

the said Bernard J. Lorio declared that he has been married but once and then to Cecile Keller, with whom he is presently living and residing and from whom he has never been divorced or separated.

THIS DONE AND PASSED on the day and date first hereinabove written in the presence of the undersigned competent witnesses, who have herunto subscribed their names, together with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Pearl B Keller
Melvin P. Schwartzman

Mary B. Keller
(Mrs.) MARY BARKER KELLER
Daisy Keen
DAISY KELLER
Sidney Keller
SIDNEY KELLER
Eddie Kelle
EDDIE KELLER
Mrs. Edith Keller Bergeron
(Mrs.) EDITH KELLER BERGERON
C. (Clarence) Bergeron
C. (CLARENCE) BERGERON
Mrs. Claire Keller Cambre
(Mrs.) CLAIRE KELLER CAMBRE
Clarence Cambre
CLARENCE CAMBRE
Mrs. Cecile Keller Lorio
(Mrs.) CECILE KELLER LORIO
Bernard J. Lorio
BERNARD J. LORIO

William Bradley
Notary Public

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 28th day of July, 1958, before me, the undersigned authority, a Notary Public in and for the Parish of Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared:

G. C. RAMLS

Vice-President of LOUISIANA POWER & LIGHT COMPANY, a Florida corporation duly qualified to do business in the State of Louisiana, said G. C. RAMLS being to me known and known to me to be the person who signed and executed the foregoing instrument on behalf of LOUISIANA POWER & LIGHT COMPANY, and who, after first being duly sworn by me, Notary, did declare and acknowledge in the presence of me, said Notary, and the undersigned competent witnesses, that he is the identical person who signed and executed, on behalf of LOUISIANA POWER & LIGHT COMPANY, the above and foregoing deed and act of sale of property in St. Charles Parish, Louisiana, from MRS. MARY BARRIOS KELLER ET ALs to LOUISIANA POWER & LIGHT COMPANY, that he is Vice-President of LOUISIANA POWER & LIGHT COMPANY and duly authorized to sign and execute said instrument in its behalf, and that he signed and executed said instrument on behalf of LOUISIANA POWER & LIGHT COMPANY as the free act and deed of said corporation, and for the uses, purposes and considerations therein stated.

THIS DONE AND PASSED on the day and date hereinabove written in the presence of the undersigned competent witnesses, who have hereto subscribed their names, together with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Leann Ray G. C. RAMLS
G. C. RAMLS, Vice-President,
LOUISIANA POWER & LIGHT COMPANY

E. A. Finch

Bartholomew P. Sullivan, Jr.
NOTARY PUBLIC

BARTHOLOMEW P. SULLIVAN, JR.
Notary Public, Parish of Orleans, State of La.
My Commission is issued for life.

LOUISIANA POWER & LIGHT COMPANY : TWENTY-FIFTH JUDICIAL DISTRICT COURT
VS. : PARISH OF ST. CHARLES
JULES LAURENT, JR., ET AL. : STATE OF LOUISIANA
: NO. 5276

Filed: May 18, 1959

/s/ Leontine Hymel,
Dy. Clerk.

JUDGMENT

This cause having been duly heard and submitted to the Court for adjudication, and the Court having heard the pleadings, evidence and arguments of Counsel, and the Court considering the law and the evidence to be in favor of the plaintiff, Louisiana Power & Light Company, and the Court further considering the stipulation and agreement entered into by counsel for the plaintiff and counsel for all of the defendants not represented by the Curator ad hoc herein, on behalf, respectively, of the plaintiff and of all of the defendants not represented by the Curator ad hoc herein:

IT IS ORDERED, ADJUDGED AND DECREED that there be judgment herein in favor of the plaintiff, Louisiana Power & Light Company, and against the defendants, Jules Laurent, Jr.; Edgar Woodfork; Johnnie Manique; Eva Pefee, divorced wife of Richard Carter (Jr.); Dorothy Mae Victor, wife of O. C. Jones; O. C. Jones; Ernest Fedescolem; Norman A. Richard; Rosalie Jackson, divorced wife by first marriage of Bunkie or Burk Aaron, widow by second marriage of Abraham Johnson, and now wife of George Cummings; Orelia Martin, widow of Felix Sano; Joseph Ball(e) Authement (or Authement or Authement) if he is alive, or his heirs and/or legatees if he is dead; Pierre Gourette if he is alive, or his heirs and/or legatees if he is dead; the heirs and/or legatees of Felix Sano; and the heirs and/or legatees of Selina (or Selina) Lazard, wife of Edgar Woodfork, and that the following described property owned by the said defendants or in which they have or may have or claim to have an interest, as the case may be, be and the same is hereby adjudicated to Louisiana Power & Light Company in full ownership and absolute fee title, free and clear of any and all liens, encumbrances, mortgages, privileges, servitudes, easements, leases, charges, claims, covenants or restrictions of any nature whatsoever:

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PARCEL 21

The property, herein referred to as Parcel 21, having the following record title description, as set forth in act of sale by Jules Laurent (Sr.) to Edgar Woodfork passed before Irby T. Daudouin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, Louisiana, on June 13, 1923, filed on June 13, 1923 and registered in Conveyance Book "W", Folio 129 of the records of St. Charles Parish, Louisiana:

"A certain lot or portion of ground, situated in the Parish of St. Charles, on the left bank of the Mississippi River, having a width or front on the Mississippi River of ninety six (96) feet, by a depth of Three hundred and ten (110) feet between lines closing in the rear according to titles, which lot of ground is bounded above by the property of Marvin S. Block, on the lower side and in the rear by that of the vendor herein."

AND, in accordance with plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 and April 22, 1958 and filed in the record of these proceedings as Exhibits P-1 and P-4 respectively, said Parcel 21 is located and described more fully and specifically and accurately as follows, to-wit:

A certain piece or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Monte, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River bounded above or westerly by property formerly owned by Mary Barrios Keller et als (heirs of Flavin Keller) and now owned by Louisiana Power & Light Company, and below or easterly by the property of Jules Laurent, Jr. (now or formerly); which said piece or parcel of land, in accordance with plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 23, 1956) and April 22, 1958, whereon said piece or parcel of land is designated by the circled number 21, said piece or parcel of land thus designated as Parcel 21 is located and described as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,712.82 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Honnacourt dated February 26, 1839; thence, from said point of beginning, fronting on and running along said northerly margin of said Public River Road on a bearing of South 66 degrees 48 minutes 38 seconds East for a distance of 93.29 feet, thence running on a bearing of North 20 degrees 16 minutes 38 seconds East for a distance of 110 feet, thence running on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 89.82 feet, thence running on a bearing of South 20 degrees 55 minutes 09 seconds West for a distance of 110 feet to the northerly margin of the Public River Road and the point of beginning; containing 0.551 acres of land.

Being the same property acquired by Edgar Woodfork from Jules Laurent (Sr.) by Act of Sale passed before Irby T. Daudouin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, on June 13, 1923, registered in Conveyance Book "W", Folio 129 of the records of St. Charles Parish, Louisiana.

PARCEL 20

The property, herein referred to as Parcel 20, having the following record title description, as set forth in act of sale by Herwin S. Block to Johnnie Masique passed before C. William Bradley, Notary Public for the Parish of St. Charles, on August 12, 1957, filed on September 3, 1957 and registered in Conveyance Book 17, Folio 362 of the records of St. Charles Parish, Louisiana:

"ONE (1) CERTAIN LOT or portion of ground, together with all improvements thereon, all rights, ways, privileges, servitudes, and advantages thereunto belonging, or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River, in what is known as Norta, Louisiana, said lot being a portion of a larger tract of land described as follows:

"A CERTAIN TRACT OF LAND, situated in the Parish of St. Charles, on the left bank of the Mississippi River, measuring one-half of an arpent front on said river, by 40 arpents in depth, between closing lines in the rear, proportionally to the original titles of the tract of land which this formed part, bounded above by property belonging to H. S. Block and below by that of Jules Laurent herein."

And the one certain lot herein conveyed begins at the Northeast corner (rear lower line) of the Edgar Woodfolk property and measures from thence, in a northerly direction, a distance of ONE HUNDRED TWENTY (120) FEET along a 15-foot Roadway that lies between the property of vendor herein and the property now or formerly belonging to Jules Laurent, by a depth, between equal and parallel lines of EIGHTY (80) FEET, more or less and said lot is bounded on the South by the property of Edgar Woodfolk, on the West by property now or formerly belonging to Herwin S. Block, on the North by property belonging to Bra Fefee, and on the East by a 15-foot Road."

AND, in accordance with the aforesaid plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 and April 22, 1958 and filed in the record of these proceedings as Exhibit P-1 and P-4 respectively, said Parcel 20 is located and described more fully and specifically and accurately as follows, to-wit:

A certain piece or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Norta, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River; which said piece or parcel of land, in accordance with plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956) and April 22, 1958, whereon said piece or parcel of land is designated by the encircled number 20, said piece or parcel of land thus designated as Parcel 20 is located and described as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,712.82 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13

of the Plan of J. A. d'Honnacourt dated February 26, 1839, and running thence on a bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 310 feet to the northwesterly corner of the property of Edgar Woodfork (now or formerly), which is the POINT OF BEGINNING. Thence, from said POINT OF BEGINNING, continuing on said bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 120 feet to the southwesterly corner of the property of Eva Fefee, divorced wife of Richard Carter (now or formerly), thence running along the southerly or front line of the said Fefee property on a bearing of South 66 degrees 42 minutes 36 seconds East for a distance of 80 feet, thence running on a bearing of South 20 degrees 55 minutes 09 seconds West for a distance of 120 feet to the northerly or rear line of the property of Edgar Woodfork (now or formerly), thence running along the rear line of said Woodfork property on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 80 feet to the POINT OF BEGINNING; containing 0.220 acres of land.

Being the same property acquired by Johnnie Maxique from Marvin S. Block by Act of Sale passed before C. William Bradley, Notary Public for the Parish of St. Charles, on August 12, 1957, registered in Conveyance Book 17, Folio 362 of the records of St. Charles Parish, Louisiana.

PARCEL 19

The property, herein referred to as Parcel 19, having the following record title description, in accordance with act of sale by Marvin S. Block to Eva Fefee, divorced wife of Richard Carter (Jr.) passed before C. William Bradley, Notary Public for the Parish of St. Charles, on August 12, 1957, filed on August 19, 1957, and registered in Conveyance Book 17, Folio 261 of the records of St. Charles Parish, Louisiana:

THE SOUTHERLY ONE-HALF (1/2) OF THE FOLLOWING DESCRIBED PROPERTY:

"ONE (1) CERTAIN LOT or portion of ground, together with all improvements thereon, all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River, in what is known as Montz, Louisiana, said lot being a portion of a larger tract of land described as follows:

"A CERTAIN TRACT OF LAND, situated in the Parish of St. Charles, on the left bank of the Mississippi River, measuring one-half of an arpent front on said river, by 40 arpents in depth, between closing lines in the rear, proportionally to the original titles of the tract of land which this formed part, bounded above by property belonging to M. S. Block and below by that of Jules Laurent."

And the one (1) certain lot herein conveyed begins at the Northeast corner (rear lower line) of the property of Johnnie Maxique and from thence it lies in a northerly direction, a distance of ONE HUNDRED TWENTY (120') FEET along a 15-Foot Roadway that lies between the property of vendor herein and the property now or formerly belonging to Jules Laurent, by a depth, between equal and parallel lines, of EIGHTY (80') FEET, more or less and said lot is bounded on the South by property of Johnnie Maxique, on the West by property of Marvin S. Block, on the North by Ernest Pedecleaux, and on the East by the 15-Foot Roadway."

AND, in accordance with the aforesaid plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 and April 22, 1958 and filed in the record of these proceedings as Exhibit P-1 and P-4 respectively, said Parcel 19 is located and described more fully and specifically and accurately as follows, to-wit:

A certain piece or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Montz, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River; which said piece or parcel of land, in accordance with plans of survey by F. C. Candolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 11, 1956, revised May 21, 1956) and April 22, 1958, whereon said piece or parcel of land is designated by the encircled number 19, said piece or parcel of land thus designated as Parcel 19 is located and described as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 42 minutes 38 seconds East 1,712.82 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Hancourt dated February 26, 1839, and running thence on a bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 430 feet to the northeasterly corner of the property of Johnnie Manique (now or formerly), which is the POINT OF BEGINNING. Thence, from said POINT OF BEGINNING, continuing on said bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 60 feet to the southeasterly corner of the property of O. C. Jones (now or formerly), thence running along the front or southerly line of the said Jones property on a bearing of South 66 degrees 42 minutes 36 seconds East for a distance of 80 feet, thence running on a bearing of South 20 degrees 55 minutes 09 seconds West for a distance of 60 feet to the northeasterly corner of the aforesaid Manique property, thence running along the rear or northerly property line of said Manique property on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 80 feet to the POINT OF BEGINNING, containing 0.110 acres of land.

Being a portion of the property acquired by Eva Fafes, divorced wife of Richard Carter, from Marvin S. Block by Act of Sale passed before C. William Bradley, Notary Public for the Parish of St. Charles, on August 12, 1957, registered in Conveyance Book 17, Folio 241 of the records of St. Charles Parish, Louisiana.

PARCEL 18

The property, herein referred to as Parcel 18, having the following record title description, as set forth in act of sale by Eva Fafes, divorced wife of Richard Carter (Jr.) to Dorothy Mae Victor, wife of/AND O. C. Jones passed before C. William Bradley, Notary Public for the Parish of St. Charles, on September 25, 1957, filed on October 4, 1957 and registered in Conveyance Book 13, Folio 30 of the records of St. Charles Parish, Louisiana:

"ONE (1) CERTAIN LOT OR PORTION OF GROUND, together with all improvements thereon, all rights, ways, privileges, servitudes and advantages thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River, in what is known as Montz, Louisiana, said lot being a portion of a larger tract of land described as follows:

"A CERTAIN TRACT OF LAND, situated in the Parish of St. Charles, on the left bank of the Mississippi River, measuring one-half of an arpent front on said river, by 40 arpents in depth, between closing lines in the rear, proportionally to the original titles

of the tract of land which this formed part, bounded above by property belonging to M. S. Block and below by that of Jules Laurent."

And the one (1) certain lot herein conveyed is the North One-Half (1/2) of vendor's property and commences at the intersection of the center line of vendor's property with the FIFTEEN (15') FOOT Road that lies between the property of vendor and the property now or formerly belonging to Jules Laurent: From said point the lot herein conveyed measures a distance of SIXTY (60') FEET front along the FIFTEEN (15') FOOT Road in a Northerly Direction to the property line of Ernest Pedascleaux, by a depth between equal and parallel lines of EIGHTY (80') FEET, more or less, and said lot is bounded on the South by property of vendor, on the West by property of Marvin S. Block, on the North by Ernest Pedascleaux, and on the East by the FIFTEEN (15') FOOT Roadway."

AND, in accordance with the aforesaid plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 and April 22, 1958 and filed in the record of these proceedings as Exhibit P-1 and P-4 respectively, said Parcel 18 is located and described more fully and specifically and accurately as follows, to-wit:

A certain piece or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, prescriptions and rights of prescription, both liberative and acquisitive, therewith belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Houma, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River; which said piece or parcel of land, in accordance with plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (wherein is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956) and April 22, 1958, wherein said piece or parcel of land is designated by the encircled number 18, said piece or parcel of land thus designated as Parcel 18 is located and described as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,712.82 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Hemecourt dated February 26, 1839, thence running on a bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 150 feet to the northeasterly corner of the property of Eva Fafee, divorced wife of Richard Carter (now or formerly), which is the POINT OF BEGINNING. Thence, from said POINT OF BEGINNING, continuing on said bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 60 feet, thence running on a bearing of South 66 degrees 42 minutes 36 seconds East for a distance of 80 feet, thence running on a bearing of South 20 degrees 55 minutes 09 seconds West for a distance of 60 feet to the northeasterly corner of the aforesaid Fafee property, thence running along the rear or northerly line of said Fafee property on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 80 feet to the POINT OF BEGINNING; containing 0.110 acres of land.

Being the same property acquired by Dorothy Mae Victor, wife of and O. C. Jones from Eva Fafee, divorced wife of Richard Carter by Act of Sale passed before C. William Bradley, Notary Public for the Parish of St. Charles, on September 25, 1957, registered in Conveyance Book 18, Page 30 of the records of St. Charles Parish, Louisiana.

PARCEL 17

The property, herein referred to as Parcel 17, having the following record title description, as set forth in act of sale by Marvin S. Block to Ernest Pedesclaux passed before C. William Bradley, Notary Public for the Parish of St. Charles, on August 12, 1957, filed on September 3, 1957 and registered in Conveyance Book 17, Folio 363 of the records of St. Charles Parish, Louisiana:

"ONE (1) CERTAIN LOT or portion of ground, together with all improvements thereon, all rights, ways, privileges, servitudes, and advantages thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River, in what is known as Monte, Louisiana, said lot being a portion of a larger tract of land described as follows:

'A CERTAIN TRACT OF LAND, situated in the Parish of St. Charles, on the left descending bank of the Mississippi River, measuring one-half of an arpent front on said river, by 40 arpents in depth, between closing lines in the rear, proportionally to the original titles of the tract of land which this formed part, bounded above by property belonging to M.S. Block and below by that of Jules Laurent.'

And the one (1) certain lot herein conveyed begins at the Northeast corner (rear lower line) of the property of Eva Fafes, measures in a northerly direction a distance of TWO HUNDRED FORTY (240) FEET along a 15-foot Roadway that lies between the property of vander herein and the property now or formerly belonging to Jules Laurent, by a depth, between equal and parallel lines, of SIXTY (60) FEET more or less, and said lot is bounded on the South by property of Eva Fafes, on the West by Marvin S. Block, North by property now or formerly belonging to Marvin S. Block, and on the East by the 15-foot Roadway."

AND, in accordance with the aforesaid plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 and April 22, 1958 and filed in the record of these proceedings as Exhibit F-1 and F-2 respectively, said Parcel 17 is located and described more fully and specifically and accurately as follows, to-wit:

A certain piece or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Monte, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River; which said piece or parcel of land, in accordance with plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 23, 1956) and April 22, 1958, whereon said piece or parcel of land is designated by the encircled number 17, said piece or parcel of land thus designated as Parcel 17 is located and described as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,712.82 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of

the Plan of J. A. d'Hamecourt dated February 26, 1839, and running thence on a bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 550 feet to the northeasterly corner of the property of O. C. Jones (now or formerly), thence running along the northerly line of said Jones property on a bearing of South 66 degrees 42 minutes 36 seconds East for a distance of 12.10 feet to the POINT OF BEGINNING. Thence, from said POINT OF BEGINNING, continuing on said bearing of South 66 degrees 42 minutes 36 seconds East, along said northerly line of said Jones property, for a distance of 60 feet, thence running on a bearing of North 20 degrees 16 minutes 38 seconds East for a distance of 260 feet, thence running on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 60 feet, thence running on a bearing of South 20 degrees 16 minutes 38 seconds West for a distance of 260 feet to the POINT OF BEGINNING; containing 0.330 acres of land.

Being the same property acquired by Ernest Pedecoleaux from Marvin S. Block by Act of Sale passed before C. William Bradley, Notary Public for the Parish of St. Charles, on August 12, 1957, registered in Conveyance Book 17, Folio 363 of the records of St. Charles Parish, Louisiana.

PARCEL 15

The property, herein referred to as Parcel 15, having the following record title description, as set forth in act of sale by Marvin S. Block to Norman A. Richard passed before H. J. Lehman, Jr., Notary Public for the Parish of St. Charles, on August 3, 1957, filed on September 10, 1957 and registered in Conveyance Book 17, Folio 419 of the records of St. Charles Parish, Louisiana:

"ONE (1) CERTAIN LOT or portion of ground, together with all improvements thereon, all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending Bank of the Mississippi River, in what is known as Natche, Louisiana, said lot being a portion of a larger tract of land described as follows:

"A CERTAIN TRACT OF LAND, situated in the Parish of St. Charles, on the left descending bank of the Mississippi River, measuring one-half of an arpent front on said river, by 40 arpents in depth, between closing lines in the rear, proportionally to the original title of the tract of land which this formed part, bounded above by property belonging to H. S. Block and below by that of Jules Laurent."

And the ONE (1) certain lot herein conveyed begins at the Northeast corner (rear lower line) of the property of Ernest Pedecoleaux, measures in a northerly direction a distance of TWO HUNDRED FORTY (240') FEET along a 15-foot Roadway that lies between the property of vendor herein and the property now or formerly belonging to Jules Laurent, by a depth, between equal and parallel lines, of SIXTY (60') FEET more or less, and said lot is bounded on the South by property of Ernest Pedecoleaux, on the West by Marvin S. Block, North by property now or formerly belonging to Marvin S. Block, and on the East by the 15-foot Roadway."

AND, in accordance with the aforesaid plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 and April 22, 1958 and filed in the record of these proceedings as Exhibit P-1 and P-4 respectively, said Parcel 15 is located and described more fully and specifically and accurately as follows, to-wit:

A certain piece or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Natchez, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River; which said piece or parcel of land, in accordance with plans of survey by P. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 11, 1956, revised May 23, 1956) and April 22, 1958, whereon said piece or parcel of land is designated by the encircled number 15, said piece or parcel of land thus designated as Parcel 15 is located and described as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,712.82 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Honnocourt dated February 26, 1839, and running thence on a bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 789.27 feet, thence running on a bearing of South 66 degrees 42 minutes 36 seconds East for a distance of 9.40 feet to the northwesterly corner of the property of Ernest Pedesclaux (now or formerly) which is the POINT OF BEGINNING. Thence, from said POINT OF BEGINNING, continuing on said bearing of South 66 degrees 42 minutes 36 seconds East, along the northerly line of the said Pedesclaux property, for a distance of 60 feet, thence running on a bearing of North 20 degrees 16 minutes 38 seconds East for a distance of 240 feet, thence running on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 60 feet, thence running on a bearing of South 20 degrees 16 minutes 38 seconds West for a distance of 240 feet to the POINT OF BEGINNING; containing 0.330 acres of land.

Being the same property acquired by Norman A. Richard from Marvin S. Elcock by Act of Sale passed before B. J. Lehmann, Jr., Notary Public for the Parish of St. Charles, on August 3, 1957, registered in Conveyance Book 17, Folio 419 of the records of St. Charles Parish, Louisiana.

PARCEL 14

The property, herein referred to as Parcel 14, having the following record title description, as set forth in Judgment of Possession rendered and signed on August 4, 1954 in the proceedings entitled "Succession of Abraham Johnson", No. 4619 on the Docket of the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana, filed on August 4, 1954 and registered in Conveyance Book 8, Folio 177 of the records of St. Charles Parish, Louisiana, and in act of sale by Morris Johnson and Marvin Johnson to Rosalie Aaron Jackson, widow of Abraham Johnson, passed before James P. Vial, Notary Public for the Parish of St. Charles, on August 4, 1954, filed on August 4, 1954 and registered in Conveyance Book 8, Folio 178 of the records of St. Charles Parish, Louisiana:

"A certain tract of land, together with all of the buildings and improvements thereon, and all rights, ways, privileges, servitudes and advantages thereto belonging or in anywise appertaining situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River,

and more fully described as follows, to-wit: Beginning at a point located 722 feet from the rear line of the property of Edgar Woodfolk, or 1032 feet from the right of way of the public road and extending towards the rear a distance of Two Hundred (200') feet between lines closing proportionately towards the rear according to original titles, by a width of Seventy-five (75') feet, more or less.

The property herein conveyed is bounded as follows: on the front or towards the river by the property of Mrs. Cecelia Steag Block, on the upper side by the property of the Estate of Florin Keller, on the lower side by a 15 foot road, and in the rear by the property of Cecelia Steag Block. The 15 foot road herein mentioned lies between the property of Mrs. Cecelia Steag Block and the property now or formerly belonging to Jules Laurent."

AND, in accordance with the aforesaid plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 and April 22, 1958 and filed in the record of these proceedings as Exhibit P-1 and P-4 respectively, said Parcel 14 is located and described more fully and specifically and accurately as follows, to-wit:

A certain piece or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Natchez, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, which said piece or parcel of land, in accordance with plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (wherein is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956) and April 22, 1958, wherein said piece or parcel of land is designated by the encircled number 14, said piece or parcel of land thus designated as Parcel 14 is located and described as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,712.82 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Honnecourt dated February 25, 1839, and running thence on a bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 1,051.62 feet to the POINT OF BEGINNING. Thence, from said POINT OF BEGINNING, continuing on said bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 200 feet, thence running on a bearing of South 66 degrees 42 minutes 36 seconds East for a distance of 75 feet, thence running on a bearing of South 20 degrees 55 minutes 09 seconds West for a distance of 200 feet, thence running on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 75 feet to the POINT OF BEGINNING, containing 0.344 acres of land.

Being the same property acquired by Cecelia Jackson, divorced wife by first marriage of Burke or Burk Aaron, and widow by second marriage of Abraham Johnson, by Judgment of Possession rendered and signed on August 4, 1954 in the proceedings entitled "Succession of Abraham Johnson", No. 4619 on the Docket of the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana, registered in Conveyance Book 8, Folio 177 of the records of St. Charles Parish, Louisiana, and from Morris Johnson and Melvin Johnson by Act of Sale passed before James P. Vial, Notary Public for the Parish of St. Charles, on August 4, 1954, registered in Conveyance Book 8, Folio 178 of the records of St. Charles Parish, Louisiana.

PARCEL 13

The property, herein referred to as Parcel 13, having the following record title description, as set forth in act of sale by Mrs. Cecelia Steeg, widow of Raphael Block to Felix Sane passed before Irty T. Baudouin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, on June 14, 1928, filed on June 23, 1928 and registered in Conveyance Book "BB", Folio 98 of the records of St. Charles Parish, Louisiana:

"A CERTAIN TRACT OR PORTION OF LAND, situated in the Parish of St. Charles, Louisiana, on the left bank of the Mississippi River, commencing at a distance of 1185 feet from the rear line of the property of Edger Woodfork, at which point it has a width of Eighty (80') feet, less twelve (12') feet reserved for a roadway, by a depth of Four hundred (400') feet between lines closing proportionally to the original titles of the tract of land of which this lot formed a part, bounded above by property now belonging to Flavin Keller, below, in front and in the rear by property of the vendor herein."

AND, in accordance with the aforesaid plans of survey by F. G. Gandolfo, Jr., Surveyor, dated April 23, 1958 and April 22, 1958 and filed in the record of these proceedings as Exhibit A-1 and A-4 respectively, said Parcel 13 is located and described more fully and specifically and accurately as follows, to-wit:

A certain piece or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Montz, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, which said piece or parcel of land, in accordance with plans of survey by F. G. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956) and April 22, 1958, whereon said piece or parcel of land is designated by the encircled number 13, said piece or parcel of land thus designated as Parcel 13 is located and described as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 36 seconds East 1,712.82 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Hancourt dated February 26, 1839, and running thence on a bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 1,251.62 feet to the POINT OF BEGINNING. Thence, from said POINT OF BEGINNING, continuing on said bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 400 feet, thence running on a bearing of South 66 degrees 31 minutes 39 seconds East for a distance of 63.53 feet, thence running on a bearing of South 20 degrees 16 minutes 38 seconds West for a distance of 400 feet, thence running on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 68 feet to the POINT OF BEGINNING, containing 0.609 acres of land.

Being the same property acquired by Felix Sane from Mrs. Cecelia Steeg, widow of Raphael Block by Act of Sale passed before Irty T. Baudouin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, on June 14, 1928, registered in Conveyance Book "BB", Folio 98 of the records of St. Charles Parish, Louisiana.

PARCELS 16 AND 12

The property, herein referred to as Parcels 16 and 12, having the following record title description, as set forth in act of sale by Marvin S. Block to Jules Laurent, Jr. passed before George T. Oubre, Notary Public for the Parish of St. Charles, on February 22, 1958, filed on March 3, 1958 and registered in Conveyance Book 19, Folio 262 of the records of St. Charles Parish, Louisiana:

"A CERTAIN TRACT OF LAND, situated in the Parish of St. Charles, on the left bank of the Mississippi River, measuring one-half of an arpent front on the said river, by forty (40) arpents in depth, between closing lines in the rear, proportionally to the original titles of the tract of land which this formed part, bounded above by property belonging to the Estate of Flavin Keller and below by that of vendor herein:

LESS AND EXCEPT: the following portions sold out of the above tract of land:

(A) A certain tract or portion of ground situated in the Parish of St. Charles, on the left bank of the Mississippi River, having a width or front on the Mississippi River of 96 feet, by a depth of 310 feet, between lines closing in the rear, according to titles, which lot of ground is bounded above by property of the Estate of Flavin Keller, on the lower side and in the rear by property formerly belonging to Marvin S. Block. (Being the same property sold to Edgar Woodford on June 13, 1929, registered in COB "W", folio 129.)

(B) A certain tract of land, together with all buildings and improvements thereon, and all rights, ways, servitudes, privileges and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River, and more fully described as follows, to-wit: Beginning at a point located 723 feet from the rear line of the property line of Edgar Woodford, or 1,032 feet from the right of way of the public road, and extending towards the rear, a distance of 200 feet, between lines closing proportionally towards the rear, according to original titles, by a width of 75 feet, more or less, which tract of land is bounded as follows: On the front or towards the river by the property now or formerly belonging to vendor herein; on the upper side by the property of the Estate of Flavin Keller; on the lower side by a 15-foot roadway, and in the rear by property now or formerly belonging to vendor herein; The 15-foot road herein mentioned lies between the property now or formerly belonging to vendor herein and the property of Jules Laurent. (Being the same property sold to Abraham Johnson on August 6, 1946, registered in COB "XXX" folio 365.)

(C) A certain tract or portion of land, situated in the Parish of St. Charles, on the left bank of the Mississippi River, commencing at a distance of 1185 feet from the rear line of the property of Edgar Woodford, at which point it has a width of 80 feet, less 12 feet reserved for a roadway, by a depth of 400 feet, between lines closing proportionally to original titles of the tract of land which this tract formed a part; bounded above by the property of the Estate of Flavin Keller, below, in the front and in the rear by property now or formerly belonging to vendor herein. (Being the same property sold to Felix Saco on June 14, 1929, registered in COB "BB", folio 98.)

(D) A certain tract or portion of land situated in the Parish of St. Charles, on the left bank of the Mississippi River, commencing at the rear line of the property of Edgar Woodford, at which point it has a width of 80 feet more or less, by a depth of 720 feet more or less, at which point it has a width of 60 feet more or less, between lines closing proportionally in the rear according to original titles of the tract of land which this tract formed a part; bounded above by the property of the Estate of Flavin Keller; below by a 15-foot roadway; in the front by property of Edgar Woodford and in the rear by property now or formerly belonging to vendor

herein. (Being the same property sold as four different lots or portions of land to Mrs. Patee, registered at COB 17, folio 241; Johnnie Masique, registered at COB 17, folio 362; Ernest Pedeclemux, registered at COB 17, folio 363; and Norma A. Richard, registered at COB 17, folio 419.)"

AND, in accordance with the aforesaid plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 and April 22, 1958 and filed in the record of these proceedings as Exhibit P-1 and P-4 respectively, said Parcels 16 and 12 are located and described more fully and specifically and accurately as follows, to-wit:

Two certain pieces or parcels of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Monte, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, which said pieces or parcels of land, in accordance with plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956) and April 22, 1958, whereon said pieces or parcels of land are designated by the encircled numbers 16 and 12 respectively, said pieces or parcels of land thus designated as Parcels 16 and 12 are located and described as follows, to-wit:

PARCEL 16: Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,712.82 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Hanecourt dated February 26, 1839, and running thence on a bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 590 feet to the northwesterly corner of the property of O. C. Jones (now or formerly), which is the POINT OF BEGINNING. Thence, from said POINT OF BEGINNING, continuing on said bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 481.62 feet to the southwesterly corner of the property of Rosalie Jackson Aaron Johnson (now or formerly), thence running along the southerly line of the said Johnson property on a bearing of South 66 degrees 42 minutes 36 seconds East for a distance of 75 feet to the southwesterly corner of said Johnson property, thence running on a bearing of South 20 degrees 55 minutes 09 seconds West for a distance of 1.87 feet, thence running on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 68.30 feet to the northwesterly corner of the property of Norman Richard (now or formerly), thence running along the westerly property line of the aforesaid Richard property and of the property of Ernest Pedeclemux (now or formerly) on a bearing of South 20 degrees 16 minutes 38 seconds West for a distance of 480 feet to the northerly property line of the said O. C. Jones (now or formerly), thence running along said northerly property line of O. C. Jones on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 12.10 feet to the POINT OF BEGINNING; containing 0.107 acres of land.

PARCEL 12: Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,712.82 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Hanecourt dated February 26, 1839, and running thence on a bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 1,631.62 feet to the northwesterly corner of the

property of Felix Sane (now or formerly), which is the POINT OF BEGINNING. Thence, from said POINT OF BEGINNING, continuing on said bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 5,746.90 feet to the northerly section line of said Section 11, which line is also the forty arpent line, thence running along said northerly section line or forty arpent line on a bearing of South 79 degrees 16 minutes 33 seconds East for a distance of 10.66 feet, thence running on a bearing of South 20 degrees 16 minutes 38 seconds West for a distance of 7,074.56 feet to the northeasterly corner of the property of Edgar Woodfork (now or formerly), thence running along the northerly Woodfork property line on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 9.82 feet to the southeasterly corner of the property of Johnnie Maxique (now or formerly), thence running along the easterly property line of Johnnie Maxique, Bra Fefee and O. C. Jones (now or formerly) on a bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 240 feet to the northeasterly corner of the said Jones property, thence running along the northerly Jones property line on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 7.90 feet to the southeasterly corner of the property of Ernest Pedesclaux (now or formerly), thence running along the easterly property line of said Ernest Pedesclaux and of Norma Richard (now or formerly) on a bearing of North 20 degrees 16 minutes 38 seconds East for a distance of 480 feet to the northeasterly corner of said Richard property, thence running on a bearing of South 66 degrees 42 minutes 36 seconds East for a distance of 8.30 feet to the easternmost property line of the above described Parcel 16, thence running along said easternmost property line of Parcel 16 and the easterly property line of Rosalie Jackson Aaron Johnson (now or formerly) on a bearing of North 20 degrees 55 minutes 09 seconds East for a distance of 201.87 feet to the northeasterly corner of said Johnson property, thence running along the northerly Johnson property line on a bearing of North 66 degrees 42 minutes 36 seconds West for a distance of 7 feet to the southeasterly corner of the property of Felix Sane (now or formerly), thence running along the easterly Sane property line on a bearing of North 20 degrees 16 minutes 38 seconds East for a distance of 400 feet to the northeasterly corner of said Sane property, thence running along the northerly Sane property line on a bearing of North 66 degrees 42 minutes 39 seconds West for a distance of 63.53 feet to the POINT OF BEGINNING, TOGETHER WITH all of the land, including all of the batture, included in the area extending from the northerly margin of the Public River Road to the Mississippi River between the sidelines of the original one-half arpent tract of which Parcel 12 is a part, the sidelines of said area being described as follows: the westerly sideline of said area commences at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,712.82 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Hemecourt dated February 26, 1839, and thence, from said point of commencement, runs on a bearing of South 20 degrees 55 minutes 09 seconds West from the northerly margin of the Public River Road to the Mississippi River; the easterly sideline of said area commences at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 93.29 feet (measured along the northerly margin of said Public River Road) from the above-described point of commencement of the westerly sideline of said area, and runs thence on a bearing of South 20 degrees 16 minutes 38 seconds West from the northerly margin of the Public River Road to the Mississippi River; thus, the northerly line of said area is the northerly margin of the Public River Road, along which said northerly line runs for a distance of 93.29 feet, and the southerly line of said area is the Mississippi River. The entire Parcel 12 contains 7.726 acres of land (including 0.345 acres of Public River Road and levee and 1.400 acres of batture).

Being the same property acquired by Jules Laurent, Jr. from Marvin S. Klock by Act of Sale passed before George T. Oubre, Notary Public for the Parish of St. Charles, on February 22, 1956, registered in Conveyance Book 19, Folio 262 of the records of St. Charles Parish, Louisiana.

PARCEL 22

The property, herein referred to as Parcel 22, having the following record title description, as set forth in act of sale by Marvin S. Block to Jules Laurent, Jr. passed before C. William Bradley, Notary Public for the Parish of St. Charles, on June 15, 1957, filed on June 18, 1957 and registered in Conveyance Book 16, Folio 490 of the records of St. Charles Parish, Louisiana:

"A CERTAIN TRACT OF LAND, situated in the Parish of St. Charles on the left bank of the Mississippi River, measuring one-half of an arpent front on said river, by 50 arpents in depth, between lines closing in the rear proportionally to the original titles of the tract of land of which this formed part, bounded above by property of Mrs. Cecelia Steeg Block or assigns, and Edgar Woodfork and below by that of Jean Paquet or assigns."

AND, in accordance with the aforesaid plan of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 and filed in the record of these proceedings as Exhibit P-1, said Parcel 22 is located and described more fully and specifically and accurately as follows, to-wit:

A certain tract or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, pasture and pasture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Natchez, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, extending from the Mississippi River, on which it has a frontage of one-half (1/2) arpent, between converging lines to the forty arpent line, bounded on its southerly side by the Mississippi River, on its westerly or upstream side by the properties of Jules Laurent, Jr., Edgar Woodfork, et als (now or formerly), on its northerly side by the northerly section line of said Section 11, which is also forty arpent line, and on its easterly or downstream side by the property of Jean Paquet, Jr. (or Paquet, Jr.) et als; and in accordance with a plan of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 11, 1956, revised May 28, 1956), whereon said tract or parcel of land is designated by the encircled number 22, said tract or parcel of land thus designated as Parcel 22 is located and described more fully and specifically and accurately as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,806.11 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of lot 13 of the Plan of J. A. d'Hamecourt dated February 26, 1859; thence from said point of beginning, fronting on and running along said northerly margin of said Public River Road on a bearing of South 66 degrees 48 minutes 38 seconds East for a distance of 93.29 feet, thence running on a bearing of North 19 degrees 38 minutes 11 seconds East for a distance of 7,391.53 feet to the northerly section line of said Section 11, which line is also the forty arpent line, thence running along said northerly section line or forty arpent line on a bearing of North 79 degrees 16 minutes 33 seconds West for a distance of 10.66 feet, thence running on a bearing of South 20 degrees 16 minutes 36 seconds West for a distance of 7,384.56 feet to the northerly margin of the Public River Road and the point of beginning; together with all of the land, including all of the pasture, between the above described frontage of said tract or parcel of land on and

along the northerly margin of the Public River Road and the bank line of the Mississippi River between the projections of the above described side lines of said tract or parcel of land, said side lines being projected and extended along their aforesaid bearings from the northerly margin of the Public River Road to their respective intersections with the bank line of the Mississippi River, containing a total gross acreage, including all levee and road and batture, of 10,533 acres of land.

Being the same property acquired by Jules Laurent, Jr. from Marvin S. Block by Act of Sale passed before C. William Bradley, Notary Public for the Parish of St. Charles, on June 15, 1957, registered in Conveyance Book 16, Folio 490 of the records of St. Charles Parish, Louisiana.

WHOLE TRACT

ANY AND ALL RIGHT, TITLE AND INTEREST OF EACH AND ALL OF THE DEFENDANTS HEREIN IN AND TO THE ENTIRETY AND ALL PORTIONS OF the property, herein referred to as the Whole Tract, consisting of the above-described Parcels 12 through 22, both inclusive, having the following record title description, as set forth in act of sale by Mrs. Katie Scharwoth (or Scharwoth or Sharwoth), wife of Joseph Bell(e) Authement (or Authement or Authemont) to Rene Blumens passed before Emile J. Leiche, Clerk of Court and Ex-Officio Notary Public for the Parish of St. James, on June 10, 1901, filed on June 14, 1901 and registered in Conveyance Book "H", Folio 2 of the records of St. Charles Parish, Louisiana:

"A certain tract of land situated in the Parish of St. Charles, on the left bank of the Mississippi River, measuring one arpent front on said river by forty arpents deep, between lines closing in the rear proportionally to the original titles of the tract of land of which this formed part bounded below by the property of Jean Paquet, and above by the property now of Jules Keller."

AND, in accordance with the aforesaid plan of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 and filed in the record of these proceedings as Exhibit P-1, said Whole Tract is located and described more fully and specifically and accurately as follows, to-wit:

A certain tract or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Montz, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, extending from the Mississippi River, on which it has a frontage of one arpent, between converging lines to the forty arpent line, bounded on its southerly side by the Mississippi River, on its westerly or upstream side by the property now owned by Louisiana Power & Light Company, formerly owned by Mary B. Keller, et als (heirs of Flavin Keller), on its northerly side by the northerly section line of said Section 11, which is also the forty arpent line, and on its easterly or downstream side by the property of Jean Paquet, Jr. (or Paquet, Jr.) et als (now or formerly); and, in accordance with a plan of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously survey-

ed by said surveyor under date of March 11, 1956, revised May 28, 1956), said tract or parcel of land is located and described more fully and specifically and accurately as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road located South 66 degrees 48 minutes 38 seconds East 1,712.82 feet (measured along the northerly margin of said Public River Road) from the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. d'Honnecourt dated February 26, 1839; thence, from said point of beginning, fronting on and running along said northerly margin of said Public River Road on a bearing of South 66 degrees 48 minutes 38 seconds East for a distance of 186.58 feet, thence running on a bearing of North 19 degrees 38 minutes 11 seconds East for a distance of 7,391.53 feet to the northerly section line of said Section 11, which line is also the forty arpent line, thence running along said northerly section line or forty arpent line on a bearing of North 79 degrees 16 minutes 33 seconds West for a distance of 21.32 feet, thence running on a bearing of South 20 degrees 55 minutes 09 seconds West for a distance of 7,378.52 feet to the northerly margin of the Public River Road and the point of beginning; together with all of the land, including all of the batture, between the above described frontage of said tract or parcel of land on and along the northerly margin of the Public River Road and the bank line of the Mississippi River between the projections of the above described side lines of said tract or parcel of land, said side lines being projected and extended along their aforesaid bearings from the northerly margin of the Public River Road to their respective intersections with the bank line of the Mississippi River; containing a total gross acreage, including all levee and road and batture, of 21.064 acres of land.

upon payment and deposit into the registry of this Court, for the account of the defendants and all parties in interest, to be held for payment to the persons entitled thereto as their interests may be established before and recognized by this Court, in the amounts and/or in the proportions called for by their respective interests, of the total sum of Fifty

Thousand and no/100 (\$ 50,000 ⁰⁰)

DOLLARS, which amount is hereby decreed to be the total amount of all damages sustained by all of said persons, including all of the defendants herein, in consequence of this expropriation, including the value of all of the property herein taken and hereinabove described; the total sum of \$ 50,000 ⁰⁰ aforesaid consisting and being made up of the following individual amounts for the following individual pieces of property:

For Parcel 21, the sum of Ten Thousand Four Hundred

Eighty-Four and 19/100 Dollars \$10,484.19

For Parcel 20, the sum of Four Thousand Five Hundred

Eighty-One and 05/100 Dollars \$ 4,581.05

For Parcel 19, the sum of One Thousand Three Hundred

Forty-One and 08/100 Dollars \$ 1,341.08

For Parcel 18, the sum of Three Hundred

Ninety-One and 64/100 Dollars \$ 391.64

For Parcel 17, the sum of One Thousand Five Hundred
Sixty-Six and 58/100 Dollars \$ 1,566.58

For Parcel 14, the sum of Five Thousand Five Hundred
Eighty-Seven and 46/100 Dollars \$ 5,587.46

For Parcel 15, the sum of One Thousand Five Hundred
Sixty-Six and 58/100 Dollars \$ 1,566.58

For Parcel 13, the sum of Four Thousand Two Hundred
Thirty-Eight and 06/100 Dollars \$ 4,238.06

For Parcels 16 and 12, the sum of Three Thousand One Hundred
Forty-Seven and 51/100 Dollars \$ 3,147.51

For Parcel 22, the sum of Seventeen Thousand
Ninety-Five and 85/100 Dollars \$17,095.85

TOTAL AMOUNT \$50,000.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the payment and deposit of said total sum of Fifty Thousand and no/100
(\$ 50,000.00) DOLLARS into the registry of this Court as aforesaid and the registration and recordation of this judgment in the Conveyance Records of this Parish, that full ownership and absolute title to all of the above described properties shall vest in Louisiana Power & Light Company in the same manner and with the same effect as though a conventional act of sale or conventional acts of sale had been executed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any and all holders or owners of any mortgages, liens, privileges, charges, leases, servitudes, easements, claims, covenants, restrictions, or other encumbrances on or against or affecting the properties hereinabove described and adjudicated, or any of said properties or any portion or portions of any of said properties, be referred to the proceeds of said properties deposited in the registry of this Court as aforesaid, and the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of St. Charles, Louisiana, is hereby authorized, directed and ordered to cancel and erase from the records of his office the inscriptions of any and all mortgages, liens, privileges and encumbrances of any nature whatsoever insofar as they bear against or affect any and all of the properties hereinabove described and adjudicated, or any part or portion or parts or portions of any of said properties; and further, but without in any manner limiting or derogating from the generality of the foregoing, the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of St. Charles, Louisiana, is specifically authorized, directed and ordered to cancel and erase from the records of his office, completely and in their entirety, the inscriptions of the following described mortgages, judgment and encumbrances:

Vendor's Lien Mortgage executed by Jules Laurent, Jr. in favor of Marvin S. Block and all future holders of the note secured thereby, by Act passed before George T. Oubre, Notary Public for the Parish of St. Charles, on February 22, 1958, for the sum of \$324.00, securing one note of the same date and in the same amount, payable as set forth in said Act, recorded in Mortgage Book 71, folio 22, St. Charles Parish, on March 3, 1958.

Vendor's Lien Mortgage executed by Herman A. Richard in favor of Marvin S. Block and the future holders of the note secured thereby, by Act passed before B. J. Lehmann, Jr., Notary Public for the Parish of St. Charles, on August 3, 1957, for the sum of \$700.00, securing one note of the same date and in the same amount, payable as set forth in said Act, recorded in Mortgage Book 70, folio 115, St. Charles Parish, on September 10, 1957.

Vendor's Lien Mortgage executed by Ernest Pedesclaux in favor of Marvin S. Block and all future holders of the note secured thereby, by Act passed before C. William Bradley, Notary Public for the Parish of St. Charles, on August 12, 1957, for the sum of \$700.00, securing one note of the same date and in the same amount, payable as set forth in said Act, recorded in Mortgage Book 70, folio 93, St. Charles Parish, on September 3, 1957.

Vendor's Lien Mortgage executed by Johnnie Maxique in favor of Marvin S. Block and all future holders of the note secured thereby, by Act passed before C. William Bradley, Notary Public for the Parish of St. Charles, on August 12, 1957, for the sum of \$350.00, securing one note of the same date and in the same amount, payable as set forth in said Act, recorded in Mortgage Book 70, folio 92, St. Charles Parish, on September 3, 1957.

Vendor's Lien Mortgage executed by Jules Laurent, Jr. in favor of Marvin S. Block and all future holders of the note secured thereby, by Act passed before C. William Bradley, Notary Public for the Parish of St. Charles, on June 15, 1957, for the sum of \$4,400.00, securing one note of the same date and in the same amount, payable as set forth in said Act, recorded in Mortgage Book 69, folio 119, St. Charles Parish, on June 18, 1957.

Vendor's Lien Mortgage executed by Felix Sans in favor of Mrs. Cecelia Steag, widow of Raphael Block and all future holders of the note secured thereby, by Act passed before Irtz T. Boudouin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, on June 14, 1928, for the sum of \$350.00, securing one note of the same date and in the same amount, payable as set forth in said Act, recorded in Mortgage Book 35, folio 364, St. Charles Parish, on June 23, 1928.

Mortgage executed by Edgar Woodfork in favor of Milton J. Bismarck, Jr. and all future holders of the note secured thereby, by Act passed before C. William Bradley, Notary Public for the Parish of St. Charles, on October 18, 1951, for the sum of \$3,000.00, securing one note of the same date and in the same amount, payable as set forth in said Act, recorded in Mortgage Book 57, folio 5, on October 19, 1951.

Judgment against Ed. J. Woodfork and in favor of Joe. Schwartz Co. Inc. rendered and signed on October 24, 1932 in the suit entitled "Joe. Schwartz Company Incorporated vs. Ed. J. Woodfork", No. 2128 (Judgment says 2125) on the Docket of the 24th Judicial District Court, Parish of St. Charles, State of Louisiana, for \$15.96 with interest and costs, recorded in Judicial Mortgage Book 3, folio 355, on October 24, 1932.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of Court and Ex-Officio Recorder of Mortgages in and for the Parish of St. Charles, State of Louisiana be and he is hereby further authorized, directed and ordered to cancel and erase from the records of his office the inscriptions of those certain eleven (11) Notices of Lis Pendens relative to this cause all filed

on February 12, 1959 and recorded under Entry Numbers and in Mortgage Books and Folios of the records of his office as follows:

<u>ENTRY NO.</u>	<u>MORTGAGE BOOK NO.</u>	<u>FOLIO</u>
17,585	74	6
17,586	74	7
17,587	74	3
17,588	74	9
17,589	74	9
17,590	74	10
17,591	74	11
17,592	74	11
17,593	74	12
17,594	74	13
17,595	74	13

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for a period of sixty (60) days from the date that the plaintiff deposits in the registry of this Court the aforesaid total amount hereinabove set forth which it is to pay and so deposit as the total adjudication price, the defendants herein shall continue to have the right to occupy and use their respective houses, barns, sheds and other buildings located on the properties hereinabove described and adjudicated, together with the non-exclusive right of occupancy and use of the land, provided that plaintiff, Louisiana Power & Light Company, shall have the right during said sixty (60) day period to come upon the land, to make excavations and drive pilings on any and all portions of the above described properties not occupied by houses, barns, sheds or other buildings, and to make such other use of said land and conduct such other activities thereon as it desires; and further, the defendants have and shall have the right and privilege to retain and keep their respective houses, barns, sheds, and any other improvements presently located on the properties hereinabove described and adjudicated provided that same are completely removed from and off the said properties hereinabove described and adjudicated, at the sole expense, liability and responsibility of the respective defendants with regard to each such removal effected by or on behalf of such defendants, within the aforesaid sixty (60) day period, but if said improvements or any part of same have not been completely removed within said sixty (60) day period, then immediately upon the expiration of said sixty (60) day period said improvements or any portion

thereof still remaining on said properties shall automatically become the property of plaintiff, Louisiana Power & Light Company, and the defendants shall have no further rights to same or to remove same; and after the expiration of said sixty (60) day period the defendants shall have no further rights of occupancy or use or otherwise with regard to any part or portion of the properties hereinabove described and adjudicated and/or any and all of the improvements then remaining thereon, and all of the rights of occupancy and use shall belong solely and exclusively to the plaintiff, Louisiana Power & Light Company.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the fee of Charles S. Lagarde, Jr., Attorney at Law, the duly appointed Curator ad hoc herein, for his services as Curator ad hoc herein, be and the same is hereby fixed at the sum of Two Hundred Fifty and no/100
(3 250 ⁰⁰) Dollars.

Judgment read, rendered and signed in open Court at Natchitoches, Louisiana, on this 18th day of May, 1959.

/s/ L. Robert Rivarde
JUDGE ad hoc.

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LOUISIANA POWER & LIGHT COMPANY I 20TH. JUDICIAL DISTRICT COURT
V. I PARISH OF SAINT CHARLES
JEAN PARQUET OR PARQUET, JR., ET AL I STATE OF LOUISIANA
NO: 6051

Sic. & November 30, 1907 JUDGMENT *Continued from City Clerk*

This is an expropriation action relative to lands situated at Montz, Louisiana, in St. Charles Parish. Upon trial of this matter the evidence determined the following findings of fact and law:

I. Taking:

- A. The right of plaintiff to exercise the power of expropriation was not seriously contested. This right was clearly established: R.S.19:2(9); Exhibits P-3 and P-4.
- B. The land is being expropriated for public purpose and utility: Testimony of William T. Hess; R.S.19:2(9); Louisiana Power & Light Co. v. Mosley, 18So221C.
- C. The extent and nature of the taking is justified on the basis of public want and necessity: Testimony of William T. Hess; Greater Baton Rouge Port Commission v. Watson, 224La.135, 68So2901; State v. Cooper, 213La. 1016, 36So222; Crichton v. La. Highway Commission, 172La.1033, 136So.43.

II. Quantum:

- A. Home and Improvements-Dorothea Parquet Creecy: \$ 8600.00
Testimony-Paletou and Bienvenu.
- B. Home and Improvements-Clara Carter Parquet: \$ 5300.00
Testimony-Derbes, Paletou and Bienvenu.
- C. 21.066 Acres of land @ \$1100.00 \$23172.00
The value of \$1000.00 per acre placed upon the land by the experts, Derbes and Paletou, in the opinion of the Court, was well founded on the basis of the

II. C. intrinsic value of the land and the increased value of the particular land occasioned by the construction of an industrial plant on the adjoining lands. Although his valuation of \$2000.00 per acre could not be considered since it was based on speculative and conjectural value rather than present value, the explanation of the expert, Bienvenu, as to the very limited usable land space in this particular area of St. Charles Parish served well to bolster the valuation of the experts, Derbes and Paletou as to intrinsic value.

However, on the basis of comparable sales the Court is of the opinion that the \$1000.00 per acre is inadequate. The comparable sales submitted by the experts, Derbes and Paletou, substantiate their position, but, the sales of adjoining properties, i.e.; Wilfred Keller to Louisiana Power & Light Co., C.O.B. 20, Folio 215, Exhibit D²; Mary B. Keller et al to Louisiana Power & Light Co., C.O.B. 21, Folio 51, Exhibit D³; Luke Keller et al to Louisiana Power & Light Co., C.O.B. 21, Folio 47, Exhibit D⁵; indicate, in the light of the testimony of Derbes, that a negotiated sales' price for these lands included a land valuation of from \$1000.00 per acre to \$1200.00 per acre.

Accordingly, the Court has settled on an average.

D. The testimony relative to the value of the oil, gas and mineral rights was most inconclusive.

However, the Court is of the opinion that the position of the Court now is similar to that of the jury of freeholders under prior laws. As late as 1952 the Supreme Court stated in *State v. Bayles*, 220 La. 506;

II. D. 56So2853; "A jury of freeholders who are residents of the vicinity in which the property sought to be taken is situated are presumed to have some personal knowledge of property values and are clothed to some extent with the character and authority of experts and their verdicts are entitled to respect unless manifestly erroneous"; quoting State v. Barbe, 209La.185, 24So2372.

Throughout 1948 until early 1959, the writer, as a practicing attorney, participated in the leasing and exploration activities in the Montz area. It is a matter of public record that during this period:

1. Oil and gas production was established in the Bonnet Carré Spillway within a mile of this land.
2. There have been sales of mineral royalties on lands near to this land.
3. The whole area has been almost continuously under mineral lease.
4. Mineral leasing continues to this day.
5. An exploratory well was drilled either on this land or immediately to its rear.
6. An exploratory well was drilled in the Montz Area in late 1958.

Consequently, the Court is of the opinion that the defendants are assured that their land will remain leased, and in relation to this expropriation they can maintain that their mineral rights have a value of the rental price for a period of ten (10) years (after which period it must be assumed the minerals would revert to plaintiff by operation of law since to anticipate production would be speculative and conjectural).

II. D. Consequently, its present market value would be \$10.00 per acre per annum for that period. However, with an abundance of caution the Court is well aware that many leases in the Montz area were at a rental of \$5.00 per acre per year, and, will fix the value at that consistent price.

RECAPITULATION

a. Home & Improvements-Dorothea Paquet Creecy:	\$ 8600.00
b. Home & Improvements-Clara Carter Paquet:	\$ 5300.00
c. 21.066 Acres of land @ \$1100.00 per acre:	\$23172.00
d. Oil, Gas & Mineral Rights \$5.00 per acre per year:	<u>\$ 1050.00</u>
Total:	\$38122.00

Accordingly, IT IS ORDERED, ADJUDGED AND DECREED that there be judgment herein in favor of plaintiff, Louisiana Power & Light Company, and against defendants, (1) Jean Paquet, Jr.; Ellis Paquet, Jr.; Clara Carter, widow of Joseph Paquet; Dorothea Paquet, wife of Melvin Creecy; Rozelia Laurent, widow of Ellis Paquet; Preston Thomas; Melvin Thomas; Peter Thomas; Cora Thomas; Dorothy Thomas, wife of John Hayes; Frederick Thomas; Earl Paquet; Elvina Carter, wife of Malgy Theard; Van Buren Carter; Ruth Ivory; Ernestine Ivory, wife of Joseph Jones; Dolores Jenkins; Joseph Carter; Warren Carter; Ethel Paquet, wife of Theodore Seaton; Benjamin Paquet; Charles McHale, Jr.; Willie Paquet, Jr.; Cleveland Paquet, Alma Carter, wife of Marshall Alexander; Joseph Paquet, Jr.; Mildred Paquet, wife of Camille Joseph; Herbert Carter; Lawrence Anthony Carter, sometimes referred to as Clarence Carter; Enola Carter, wife of Walter Price; (2) Any and all heirs (whether direct and in their own right or by representation or by transmission) and/or legatees of the late Jean Paquet and the late Felonise (or Philonise or Philonesse or Phelonise) Raphael, wife of Jean Paquet;

(3) Any and all heirs (whether direct and in their own right or by representation or by transmission) and/or legatees of the late Ulyses Paquet; Anatole Paquet; Susan Paquet, wife of Ernest Carter; John Carter; Odellia Carter, wife of Sam Ivory; Charley Ivory; Samuel Ivory, Jr.; Eli Carter; Mary Carter, wife of a man whose last name was Jenkins; Joseph Paquet; Wilhelmina Paquet; Gustave Paquet; Gustave Paquet, Jr.; Almetta Paquet; Willie Paquet; Ellis Paquet; Elemese Paquet; Honorine or Norine Paquet, wife of Henry Thomas; Camelia Carter, wife of Julius Aubry; and Nicholas Carter; (4) Any and all heirs (whether direct and in their own right or by representation or by transmission) and/or legatees of any of the named defendants who may now in fact be deceased, if any; (5) Any all other absentee or unknown owners of the hereinafter described land;

and that the following described property owned by the said defendants or in which they have or may have or claim to have an interest, as the case may be, be and the same is hereby adjudicated to Louisiana Power & Light Company in full ownership and absolute fee title, free and clear of any and all liens, encumbrances, mortgages, privileges, servitudes, easements, leases, charges, claims, covenants or restrictions of any nature whatsoever:

PARCEL 23

The property herein referred to as Parcel 23, having the following record title description, as set forth in act of sale by Adam Keller to Jean Paquet passed before John B. Martin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, Louisiana, on January 21, 1895, filed on January 21, 1895 and registered in C.O.B. "J", Folio 358 of the records of St. Charles Parish, Louisiana:

A tract of land in St. Charles Parish on the left bank of the Mississippi River about 32 miles above New Orleans

measuring one (1) arpent front on said river by forty

(40) arpents in depth between lines closing in the rear proportionately to the original titles of the tract of land of which it formed part, bounded below by property J. H. Beckner and above by property of Adam Keller. And accordance with plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1952, and filed in the record of these proceedings as Exhibit P-1, said Parcel 23 is located and described more fully and specifically and accurately as follows, to-wit:

A certain tract or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Montz, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, extending from the Mississippi River, on which it has a frontage of one arpent, between converging lines to the forty arpent line, bounded on its southerly side by the Mississippi River, on its westerly or upstream side by property now owned by Louisiana Power & Light Company, formerly owned by Jules Laurent, Jr., on its northerly side by the northerly section line of said Section 11, which is also the forty arpent line, and on its easterly or downstream side by property now or formerly owned by Elizabeth J. Lang et al; and, in accordance with a plan of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956), whereon said tract or parcel of land is designated by the encircled number 23, said tract or parcel of land thus designated as Parcel 23 is located and described more fully and specifically and accurately as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road, as presently situated and constituted, located South 66 degrees 48 minutes 38 seconds East 1,899.40 feet from the intersection with the northerly margin of the Public River Road as presently situated and constituted of the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. D'Hemecourt dated February 26, 1839, said point of beginning being also described as located South 66 degrees 48 minutes 38 seconds East 933.88 feet from a point having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,275,293.64 and Y equals 487,375.56; thence, from said point of beginning, fronting on and running along said northerly margin of said Public River Road, as presently situated and constituted, on a bearing of South 66 degrees 48 minutes 38 seconds East for a distance of 186.93 feet; thence running on a bearing of North 18 degrees 21 minutes 26 seconds East for a distance of 7,408.26 feet to the

(3) Any and all heirs (whether direct and in their own right or by representation or by transmission) and/or legatees of the late Ulyses Paquet; Anatole Paquet; Susan Paquet, wife of Ernest Carter; John Carter; Odelia Carter, wife of Sam Ivory; Charley Ivory; Samuel Ivory, Jr.; Eli Carter; Mary Carter, wife of a man whose last name was Jenkins; Joseph Paquet; Wilhelmina Paquet; Gustave Paquet; Gustave Paquet, Jr.; Almetta Paquet; Willie Paquet; Ellis Paquet; Elemese Paquet; Honorine or Norine Paquet, wife of Henry Thomas; Camelia Carter, wife of Julius Aubry; and Nicholas Carter; (4) Any and all heirs (whether direct and in their own right or by representation or by transmission) and/or legatees of any of the named defendants who may now in fact be deceased, if any; (5) Any all other absentee or unknown owners of the hereinafter described land;

and that the following described property owned by the said defendants or in which they have or may have or claim to have an interest, as the case may be, be and the same is hereby adjudicated to Louisiana Power & Light Company in full ownership and absolute fee title, free and clear of any and all liens, encumbrances, mortgages, privileges, servitudes, easements, leases, charges, claims, covenants or restrictions of any nature whatsoever:

PARCEL 23

The property herein referred to as Parcel 23, having the following record title description, as set forth in act of sale by Adam Keller to Jean Paquet passed before John B. Martin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, Louisiana, on January 21, 1895, filed on January 21, 1895 and registered in C.O.B. "J", Folio 358 of the records of St. Charles Parish, Louisiana:

A tract of land in St. Charles Parish on the left bank of the Mississippi River about 32 miles above New Orleans

measuring one (1) arpent front on said river by forty

(40) arpents in depth between lines closing in the rear proportionately to the original titles of the tract of land of which it formed part, bounded below by property J. M. Beckner and above by property of Adam Keller. And accordance with plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958, and filed in the record of these proceedings as Exhibit P-1, said Parcel 23 is located and described more fully and specifically and accurately as follows, to-wit:

A certain tract or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Montz, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, extending from the Mississippi River, on which it has a frontage of one arpent, between converging lines to the forty arpent line, bounded on its southerly side by the Mississippi River, on its westerly or upstream side by property now owned by Louisiana Power & Light Company, formerly owned by Jules Laurent, Jr., on its northerly side by the northerly section line of said Section 11, which is also the forty arpent line, and on its easterly or downstream side by property now or formerly owned by Elizabeth J. Lang et al; and, in accordance with a plan of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956), whereon said tract or parcel of land is designated by the encircled number 23, said tract or parcel of land thus designated as Parcel 23 is located and described more fully and specifically and accurately as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road, as presently situated and constituted, located South 66 degrees 48 minutes 38 seconds East 1,899.40 feet from the intersection with the northerly margin of the Public River Road as presently situated and constituted of the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J. A. D'Heineccurt dated February 26, 1839, said point of beginning being also described as located South 66 degrees 48 minutes 38 seconds East 933.88 feet from a point having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,275,293.64 and Y equals 487,375.56; thence, from said point of beginning, fronting on and running along said northerly margin of said Public River Road, as presently situated and constituted, on a bearing of South 66 degrees 48 minutes 38 seconds East for a distance of 186.93 feet; thence running on a bearing of North 18 degrees 21 minutes 26 seconds East for a distance of 7,408.26 feet to the

northerly section line of said Section 11, which is also the forty arpent line, which point on the northerly section line of said Section 11, or forty arpent line is located North 79 degrees 16 minutes 33 seconds West 42.64 feet (measured along said northerly section line or forty arpent line) from a point on said northerly section line or forty arpent line having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,278,698.84 and Y equals 493,957.59 and being designated by the letter "p" on the aforesaid Gandolfo plan of survey; thence running along said northerly section line or forty arpent line on a bearing of North 79 degrees 16 minutes 33 seconds West for a distance of 21.32 feet; thence running on a bearing South 19 degrees 38 minutes 11 seconds West for a distance of 7,391.53 feet to the northerly margin of the Public River Road, as presently situated and constituted, and the point of beginning; together with all of the land, including all of the batture, between the above-described frontage of said tract or parcel of land on and along the northerly margin of the Public River Road, as presently situated and constituted, and the bank line of the Mississippi River between the projections of the above-described side lines of said tract or parcel of land, said side lines being projected and extended along their aforesaid bearings from the northerly margin of the Public River Road, as presently situated and constituted, to their respective intersections with the Mississippi River; containing a total gross acreage, including all levee and road and batture, of 21.066 acres of land.

Being the same property acquired by Jean Pacuet from Adam Keller by Act of Sale passed before John B. Martin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, Louisiana, on January 21, 1895, filed in the Conveyance Records of St. Charles Parish, Louisiana, on January 21, 1895 and recorded in Conveyance Book "J", Folio 358 of said records.

upon payment and deposit into the registry of this Court, for the account of the defendants and all parties in interest, to be held for payment to the persons entitled thereto as their interests may be established Before and recognized by this Court, in the amounts and/or in the proportions called for by their respective interests, of the total sum of THIRTY-EIGHT THOUSAND ONE HUNDRED TWENTY-TWO & NO/100 (\$38122.00) DOLLARS, which amount is hereby decreed to be the total amount of all damages sustained by all of said persons, including all of the defendants herein, in consequence of this expropriation, including the value of all of the property herein taken and hereinabove described.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the payment and deposit of said total sum of THIRTY-EIGHT THOUSAND ONE HUNDRED TWENTY-TWO & NO/100 (\$38122.00) DOLLARS into the registry of this Court as aforesaid and the registration and recordation of this judgment in the Conveyance Records of this Parish, that full ownership and absolute title to all of the above described properties shall vest in Louisiana Power & Light Company in the same manner and with the same effect as though a conventional act of sale or conventional acts of sale had been executed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any and all holders or owners of any mortgages, liens, privileges, charges, leases, servitudes, easements, claims, covenants, restrictions or other encumbrances on or against or affecting the properties hereinabove described and adjudicated, or any of said properties or any portion or portions of any of said properties, be referred to the proceeds of said properties deposited in the registry of this Court as aforesaid, and the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of St. Charles, Louisiana, is hereby authorized, directed and ordered to cancel and erase from the records of his office the inscriptions of any and all mortgages, liens, privileges and encumbrances of any nature whatsoever insofar as they bear against or affect any and all of the properties hereinabove described and adjudicated, or any part or portion or parts or portions of any of said properties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for a period of Sixty (60) days from the date that the plaintiff deposits in the registry of this Court the aforesaid total amount hereinabove set forth which it is to pay and so deposit as the total adjudication price, the defendants herein shall continue to have the right to occupy and use their respective houses, barns, sheds and other buildings located on the pro-

northerly section line of said Section 11, which is also the forty arpent line, which point on the northerly section line of said Section 11, or forty arpent line is located North 79 degrees 16 minutes 33 seconds West 42.64 feet (measured along said northerly section line or forty arpent line) from a point on said northerly section line or forty arpent line having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,278,698.84 and Y equals 493,957.59 and being designated by the letter "P" on the aforesaid Gandolfo plan of survey; thence running along said northerly section line or forty arpent line on a bearing of North 79 degrees 16 minutes 33 seconds West for a distance of 21.32 feet; thence running on a bearing South 19 degrees 38 minutes 11 seconds West for a distance of 7,391.53 feet to the northerly margin of the Public River Road, as presently situated and constituted, and the point of beginning; together with all of the land, including all of the batture, between the above-described frontage of said tract or parcel of land on and along the northerly margin of the Public River Road, as presently situated and constituted, and the bank line of the Mississippi River between the projections of the above-described side lines of said tract or parcel of land, said side lines being projected and extended along their aforesaid bearings from the northerly margin of the Public River Road, as presently situated and constituted, to their respective intersections with the Mississippi River; containing a total gross acreage, including all levee and road and batture, of 21.066 acres of land.

Being the same property acquired by Jean Pacuet from Adam Keller by Act of Sale passed before John B. Martin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, Louisiana, on January 21, 1895, filed in the Conveyance Records of St. Charles Parish, Louisiana, on January 21, 1895 and recorded in Conveyance Book "J", Folio 358 of said records.

upon payment and deposit into the registry of this Court, for the account of the defendants and all parties in interest, to be held for payment to the persons entitled thereto as their interests may be established before and recognized by this Court, in the amounts and/or in the proportions called for by their respective interests, of the total sum of THIRTY-EIGHT THOUSAND ONE HUNDRED TWENTY-TWO & NO/100 (\$38122.00) DOLLARS, which amount is hereby decreed to be the total amount of all damages sustained by all of said persons, including all of the defendants herein, in consequence of this expropriation, including the value of all of the property herein taken and hereinabove described.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the payment and deposit of said total sum of THIRTY-EIGHT THOUSAND ONE HUNDRED TWENTY-TWO & NO/100 (\$38122.00) DOLLARS into the registry of this Court as aforesaid and the registration and recordation of this judgment in the Conveyance Records of this Parish, that full ownership and absolute title to all of the above described properties shall vest in Louisiana Power & Light Company in the same manner and with the same effect as though a conventional act of sale or conventional acts of sale had been executed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any and all holders or owners of any mortgages, liens, privileges, charges, leases, servitudes, easements, claims, covenants, restrictions or other encumbrances on or against or affecting the properties hereinabove described and adjudicated, or any of said properties or any portion or portions of any of said properties, be referred to the proceeds of said properties deposited in the registry of this Court as aforesaid, and the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of St. Charles, Louisiana, is hereby authorized, directed and ordered to cancel and erase from the records of his office the inscriptions of any and all mortgages, liens, privileges and encumbrances of any nature whatsoever insofar as they bear against or affect any and all of the properties hereinabove described and adjudicated, or any part or portion or parts or portions of any of said properties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for a period of Sixty (60) days from the date that the plaintiff deposits in the registry of this Court the aforesaid total amount hereinabove set forth which it is to pay and so deposit as the total adjudication price, the defendants herein shall continue to have the right to occupy and use their respective houses, barns, sheds and other buildings located on the pro-

properties hereinabove described and adjudicated, together with the non-exclusive right of occupancy and use of the land, provided that plaintiff, Louisiana Power & Light Company, shall have the right during said Sixty (60) day period to come upon the land, to make excavations and drive piling on any and all portions of the above described properties not occupied by houses, barns, sheds or other buildings, and to make such other use of said land and conduct such other activities thereon as it desires, and after the expiration of said sixty (60) day period the defendants shall have no further rights of occupancy or use or otherwise with regard to any part or portion of the properties hereinabove described and adjudicated and/or any and all of the improvements then remaining thereon, and all of the rights of occupancy and use shall belong solely and exclusively to the plaintiff, Louisiana Power & Light Company.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the fee of Morris G. Bechel, Attorney at Law, the duly appointed Curator ad hoc herein, for his services as Curator ad hoc herein, be and the same is hereby fixed at the sum of THREE HUNDRED FIFTY AND NO/100 (\$350.00) DOLLARS.

Judgment rendered November 27, 1959.

Judgment read and signed in Open Court at Mahanville, Louisiana, on November 30, 1959.

William Bradley
C. WILLIAM BRADLEY
JUDGE

CLERK AND EX-CECUTIO RECORDERS OFFICE
PARISH OF ST. CHARLES
Received .. 8th .. December
1959 .. 11:00 .. G. .. Recorded
in Conveyance .. 25 ..
Folio #88 .. Mortgage Book 76, folio 136.
Jaqueline A. B. B.
Clerk and Ex-ecutio Recorder

A TRUE COPY
Goldie L. Gullidge
Clerk of Court
29th JUDICIAL DIST. COURT
PARISH OF ST. CHARLES, LA.

C.O.B. #22,464
m.o.B. #21,128

LOUISIANA POWER & LIGHT COMPANY : TWENTY-NINTH JUDICIAL DISTRICT COURT
vs. : PARISH OF ST. CHARLES
GEORGE WATERS, ET ALS. : STATE OF LOUISIANA
: NO. 7099
FILED: JANUARY 17, 1962 : *Jequeline J. Bitts*
DEPUTY CLERK

J U D G M E N T

This cause having come on for trial on January 12, 1962 and having been duly heard and submitted to the Court for adjudication, and the Court having heard the pleadings, evidence and arguments of counsel, and the Court considering the law and the evidence to be in favor of the plaintiff, Louisiana Power & Light Company, for the reasons orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that there be judgment herein in favor of the plaintiff, Louisiana Power & Light Company, and against the defendants:

(a) George Waters; Henry Waters; Juanita Waters, wife of Victor Ransom; Duncan A. Waters; Marjorie Waters, wife of Andrew J. Brown; Adele Waters, wife of Felton Tate; McKinley Waters; Lorenzia Waters, wife of Charles Terry; Rose Waters, widow by first marriage of Mack Allen and wife by second marriage of William Morrow; Sophia Waters, divorced wife by first marriage of John Pierce and divorced wife by second marriage of Oscar Cash; Alexander Waters; Noedia Waters, divorced wife of Armstead Martley; Cecia Waters, widow by first marriage of Alexander Thurman and wife by second marriage of William Hawkins; Adrienne F. Waters; Catherine Waters, divorced wife by first marriage of Wellington Rolle and wife by second marriage of Ronald J. Atkinson; Charles J. Waters; Silver Star Benevolent Association; Jerry Richard, both individually and as a member and officer of the said Silver Star Benevolent Association; Philip Seymour, both individually and as a member and officer of said Association; and Norman Richard (Sr.), both individually and as a member and officer of said Association; and

(b) Such of the persons who were members of the said Silver Star Benevolent Association on August 6, 1928 as presently survive; and such of the persons who were on August 6, 1928 spouses of persons, presently deceased, who were on said date members of said Association, as presently survive; and any and all heirs (whether direct and in their own right or by representation or by transmission) and/or legatees of such of the persons who were members and/or spouses of members of said Association on August 6, 1928 as are presently de-

ceased; and any and all assignees, transferees, and/or successors in title and/or ownership by any means whatsoever of persons who were on August 6, 1928 members and/or spouses of members of said Association, and/or the heirs and/or legatees of such assignees, transferees, and/or successors in title and/or ownership; and any and all other persons having or owning or being entitled to any interest in the hereinafter described Parcel 27, and any and all unknown owners of said Parcel 27 and/or of any interest therein; and

(c) Any and all heirs (whether direct and in their own right or by representation or by transmission) and/or legatees and/or successors in title and/or ownership by any other means whatsoever of the late Joseph Waters and of the late Delia Alexander, widow of the said Joseph Waters, not included among the defendants named hereinabove; and

(d) Any and all heirs (whether direct and in their own right or by representation or by transmission) and/or legatees and/or successors in title and/or ownership by any other means whatsoever of the late Randolph Waters, Edward Waters and Venable Waters not included among the defendants named hereinabove; and

(e) Any and all successors in title and/or ownership by any means whatsoever of any and all of the persons named as defendants hereinabove; any and all other unknown or absentee owners of, and any and all other persons having or owning or being entitled to any interest in, the hereinafter described properties or any part or parts thereof;

and that the following described properties owned by the said defendants or in which they have or may have or claim to have an interest, as the case may be, be and the same are hereby adjudicated to Louisiana Power & Light Company in full ownership and absolute fee title, free and clear of any and all liens, encumbrances, mortgages, privileges, servitudes, easements, leases, charges, claims, covenants or restrictions, of any nature whatsoever:

PARCEL 28

A certain tract or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in any wise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or

near Montz, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, bounded above or westerly by the property formerly owned by the heirs of Mary K. Joseph (Elizabeth Joseph Lang, et als.) and now owned by Louisiana Power & Light Company, below or easterly by the property formerly owned by the heirs of Thomas Paul (Melvin Paul, et als.) and now owned by Louisiana Power & Light Company, in the front or southerly by the Mississippi River, on which it has a frontage of one-half (1/2) arpent, and in the rear or northerly by the property of the Silver Star Benevolent Association (now or formerly); which said tract or parcel of land, in accordance with plans of survey by F.C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956) and April 22, 1958, whereon said tract or parcel of land is designated by the encircled number 28, said tract or parcel of land thus designated as Parcel 28 is located and described as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road, as presently situated and constituted, located South 66 degrees 48 minutes 38 seconds East 2,274.18 feet from the intersection with the northerly margin of the Public River Road as presently situated and constituted of the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J.A. d'Hemecourt dated February 26, 1839, said point of beginning being also described as located South 66 degrees 48 minutes 38 seconds East 1,308.66 feet from a point having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,275,293.64 and Y equals 487,375.56; thence, from said point of beginning, fronting on and running along said northerly margin of said Public River Road, as presently situated and constituted, on a bearing of South 66 degrees 48 minutes 38 seconds East, for a distance of 66.12 feet; thence continuing in an easterly direction along said northerly margin of said Public River Road, as presently situated and constituted, along the arc of a curve to the left having a radius of 2,225.38 feet, for a distance of 28.29 feet; thence running on a bearing of North 16 degrees 26 minutes 03 seconds East for a distance of 660 feet; thence running on a bearing of North 66 degrees 23 minutes 02 seconds West for a distance of 87.07 feet; thence running on a bearing of South 17 degrees 04 minutes 32 seconds West for a distance of 660 feet to the northerly margin of said Public River Road, as presently situated and constituted, which is the point of beginning; together with all of the land, including all of the batture, between the above-described frontage of said tract or parcel of land on and along the northerly margin of the Public River Road, as presently situated and constituted, and the Mississippi River between the projections of the above-described side lines of said tract or parcel of land, said side lines being projected and extended along their aforesaid bearings from the northerly margin of the Public River Road, as presently situated and constituted, to their respective intersections with the Mississippi River; containing a total gross acreage, including all levee and road and batture, of 2.966 acres of land.

Being a part of the property acquired by Joseph Waters from Julian H. Beckner by Act of Sale passed before Joseph Clement Triche, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, Louisiana, on January 30, 1899, filed in the Conveyance Records of St. Charles Parish, Louisiana, on January 30, 1899 and recorded in Conveyance Book "K", Folio 596 of said records.

PARCEL 25

A certain tract or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Montz, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, bounded above or westerly by the property formerly owned by the heirs of Mary K. Joseph (Elizabeth Joseph Lang, et als.) and now owned by Louisiana Power & Light Company, below or easterly by the property formerly owned by the heirs of Thomas Paul (Melvin Paul, et als.) and now owned by Louisiana Power & Light Company, in the front or southerly by the property formerly owned by Ethel Lou Johnson, divorced wife of Charles Madere and now owned by Louisiana Power & Light Company, and in the rear or northerly by the northerly section line of said Section 11, which is also the forty arpent line; which said tract or parcel of land, in accordance with plans of survey by F.C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956) and April 22, 1958, whereon said tract of land is designated by the encircled number 25, said tract or parcel of land thus designated as Parcel 25 is located and described as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road, as presently situated and constituted, located South 66 degrees 48 minutes 38 seconds East 2,274.18 feet from the intersection with the northerly margin of the Public River Road as presently situated and constituted of the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J.A.d'Hemecourt dated February 26, 1839, said first-mentioned point being also described as located South 66 degrees 48 minutes 38 seconds East 1,308.66 feet from a point having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,275,293.64 and Y equals 487,375.56, thence from said first-mentioned point, running on a bearing of North 17 degrees 04 minutes 32 seconds East for a distance of 960 feet to the POINT OF BEGINNING. Thence, from said POINT OF BEGINNING, continuing along said bearing of North 17 degrees 04 minutes 32 seconds East for a distance of 6,468.78 feet to the northerly section line of

said Section 11, which is also the forty arpent line, which point on the northerly section line of said Section 11 or forty arpent line is located North 79 degrees 16 minutes 33 seconds West 21.32 feet (measured along said northerly section line or forty arpent line) from a point on said northerly section line or forty arpent line having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,278,698.84 and Y equals 493,957.59 and designated by the letter "P" on the aforesaid Gandolfo plan of survey dated April 23, 1958; thence running along said northerly section line or forty arpent line on a bearing of South 79 degrees 16 minutes 33 seconds East for a distance of 10.66 feet; thence running on a bearing of South 16 degrees 26 minutes 03 seconds West for a distance of 6,470.31 feet; thence running on a bearing of North 66 degrees 06 minutes 33 seconds West for a distance of 83.73 feet to the POINT OF BEGINNING; containing 6,962 acres of land.

Being a part of the property acquired by Joseph Waters from Julian H. Beckner by Act of Sale passed before Joseph Clement Triche, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, Louisiana, on January 30, 1899, filed in the Conveyance Records of St. Charles Parish, Louisiana, on January 30, 1899 and recorded in Conveyance Book "K", Folio 596 of said records.

PARCEL 27

The property, herein referred to as Parcel 27, having the following record title description, as set forth in Act of Sale by Joseph Waters to Silver Star Benevolent Association passed before Irby T. Baudouin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, Louisiana, on August 6, 1928, filed in the Conveyance Records of St. Charles Parish, Louisiana, on August 6, 1928 and recorded in Conveyance Book "BE", Folio 181 of said records:

"A CERTAIN LOT OR PORTION OF GROUND, situated in the Parish of St. Charles on the left bank of the Mississippi River about thirty (30) miles above the City of New Orleans, commencing at a point Six hundred and sixty feet from the Jefferson Highway, at which point it has a width of ONE-HALF ARPENT (1/2) by a depth of TWO HUNDRED FEET (200') between closing lines proportionally according to the original title of the tract of land of which the lot herein conveyed formed a part, and which original tract is known as Sections 10, 11, 8, 9, in T. 12, S. R. 7 East; the lot of ground herein conveyed is bounded in front and in the rear by the property of the vendor herein, above by property of Mary Joseph, and below by that of Thomas Paul."

AND in accordance with plans of survey by F.C. Gandolfo, Jr., Surveyor, dated April 23, 1958 and April 22, 1958 and filed in the record of these proceedings as Exhibits P-1 and P-2 respectively, said Parcel 27 is located and described more fully and specifically and accurately as follows, to-wit:

A certain piece or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, bature and bature rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Montz, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, bounded above or westerly by the property formerly owned by the heirs of Mary K. Joseph (Elizabeth Joseph Lang, et als.) and now owned by Louisiana Power & Light Company, below or easterly by the property formerly owned by the heirs of Thomas Paul (Melvin Paul, et als.) and now owned by Louisiana Power & Light Company, in the front or southerly by the property of the heirs of Delia Alexander, widow of and Joseph Waters (now or formerly), and in the rear or northerly by the property formerly owned by Ethel Lou Johnson, divorced wife of Charles Madere and now owned by Louisiana Power & Light Company; and in accordance with plans of survey by F.C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956) and April 22, 1958, copies of which plans of survey are annexed hereto, on which plans of survey said piece or parcel of land is designated by the encircled number 27, said piece or parcel of land, thus designated as Parcel 27, is located and described as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road, as presently situated and constituted, located South 66 degrees 48 minutes 38 seconds East 2,274.18 feet from the intersection with the northerly margin of the Public River Road as presently situated and constituted of the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J.A. d'Hemecourt dated February 26, 1839, said first-mentioned point being also described as located South 66 degrees 48 minutes 38 seconds East 1,308.66 feet from a point having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,275,293.64 and Y equals 487,375.56, thence, from said first-mentioned point, running on a bearing of North 17 degrees 04 minutes 32 seconds East for a distance of 660 feet to the POINT OF BEGINNING, Thence, from said POINT OF BEGINNING, continuing on said bearing of North 17 degrees 04 minutes 32 seconds East for a distance of 200 feet, thence running on a bearing of South 66 degrees 12 minutes 13 seconds East for a distance of 84.84 feet, thence running on a bearing of South 16 degrees 26 minutes 03 seconds West for a distance of 200 feet, thence running on a bearing of North 66 degrees 23 minutes 02 seconds West for a distance of 87.07 feet to the POINT OF BEGINNING; containing 0.392 of an acre.

Being the same property acquired by the Silver Star Benevolent Association from Joseph Waters by Act of Sale passed before Irby T. Baudouin, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, Louisiana, on August 6,

1928, recorded in Conveyance Book "BB", Folio 181
of the records of St.Charles Parish, Louisiana.

TOGETHER WITH AND INCLUDING any and all right, title and interest of each and all of the defendants herein in and to the entirety and all portions of the tract of land, herein referred to as the Waters Tract, out of which the said Parcels 28, 25 and 27 come, which said Waters Tract has the following record title description, as set forth in Act of Sale by Julian H.Beckner to Joseph Waters, passed before Joseph Clement Triche, Clerk of Court and Ex-Officio Notary Public for the Parish of St.Charles, Louisiana, on January 30, 1899, filed in the Conveyance Records of St.Charles Parish, Louisiana, on January 30, 1899 and recorded in Conveyance Book "K", Folio 596 of said records:

"A certain tract of land with the improvements thereon, situated in the Parish of St.Charles on the left bank of the Mississippi River about thirty miles above the City of New Orleans, and measuring one half of one arpent front on said river, by a depth of forty arpents between lines closing in the rear, proportionally to the lines of the original title of the tract of land, of which the property presently sold, formed part, and which original tract is known as Sections eleven, eight, nine and ten in Township Twelve south Range seven, east and which tract of land is bounded above by property formerly of present vendor, now Mrs. Mary Joseph, and below by that of present vendor, which property presently sold forms part of a larger tract purchased by the vendor herein from Adam Keller on the 21st day of January 1895, by act passed before John B.Martin, then Clerk of Court of this Parish."

AND in accordance with plans of survey by F.C.Gandolfo, Jr., Surveyor, dated April 23, 1958 and April 22, 1958 and filed in the record of these proceedings as Exhibits P-1 and P-2 respectively, said Waters Tract is located and described more fully and specifically and accurately as follows, to-wit:

A certain tract of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in any wise appertaining, situated in the Parish of St.Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Montz, Louisiana, in Section 11, Township 12 South, Range 7 East, Southeastern District of Louisiana, East of the Mississippi River, bounded above or westerly by the property formerly owned by the heirs of Mary K. Joseph (Elizabeth Joseph Lang, et als.) and now owned by Louisiana Power & Light Company, below or easterly by the property formerly owned by the heirs of Thomas Paul (Helvin Paul, et als) and now owned by Louisiana Power & Light Company, in the front or southerly by the Mississippi River, on which it has a

frontage of one-half (1/2) arpent, and in the rear or northerly by the northerly section line of said Section 11, which is also the forty arpent line; which said tract of land, in accordance with plans of survey by F. C. Gandolfo, Jr., Surveyor, dated April 23, 1958 (whereon is also shown and included certain portions of land previously surveyed by said surveyor under date of March 31, 1956, revised May 28, 1956) and April 22, 1958, copies of which are annexed hereto, is located and described as follows, to-wit:

Commencing at a point on the northerly margin of the Public River Road, as presently situated and constituted, located South 66 degrees 48 minutes 38 seconds East 2,274.18 feet from the intersection with the northerly margin of the Public River Road as presently situated and constituted of the section line dividing Sections 9 and 10 of the aforesaid Township 12 South, Range 7 East, said section line being the westerly section line of said Section 10 and the easterly section line of said Section 9, and being also the easterly line of Lot 13 of the Plan of J.A. d'Hemecourt dated February 26, 1839, said point of beginning being also described as located South 66 degrees 48 minutes 38 seconds East 1,308.66 feet from a point having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,275,293.64 and Y equals 487,375.56; thence, from said point of beginning, fronting on and running along said northerly margin of said Public River Road, as presently situated and constituted, on a bearing of South 66 degrees 48 minutes 38 seconds East for a distance of 66.12 feet; thence continuing in an easterly direction along said northerly margin of said Public River Road, as presently situated and constituted, along the arc of a curve to the left having a radius of 2,225.38 feet, for a distance of 28.29 feet; thence running on a bearing of North 16 degrees 26 minutes 03 seconds East for a distance of 7,430.31 feet to the northerly section line of said Section 11, which is also the forty arpent line, which point on the northerly section line of said Section 11 or forty arpent line is located North 79 degrees 16 minutes 33 seconds West 10.66 feet (measured along said northerly section line or forty arpent line) from a point on said northerly section line or forty arpent line having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,278,698.84 and Y equals 493,957.59 and designated by the letter "P" on the aforesaid Gandolfo plan of survey dated April 23, 1958; thence running along said northerly section line or forty arpent line on a bearing of North 79 degrees 16 minutes 33 seconds West for a distance of 10.66 feet; thence running on a bearing of South 17 degrees 04 minutes 32 seconds West for a distance of 7,428.78 feet to the northerly margin of said Public River Road, as presently situated and constituted, which is the point of beginning; together with all of the land, including all of the batture, between the above-described frontage of said tract of land on and along the northerly margin of the Public River Road, as presently situated and constituted, and the Mississippi River between the projections of the above-described side lines of said tract of land, said side lines being projected and extended along their aforesaid bearings from the northerly margin of the Public River Road, as presently situated and constituted, to their respective intersections with the Mississippi River.

Being the same property acquired by Joseph Waters from Julian H. Beckner by Act of Sale passed before Joseph Clement Triche, Clerk of Court and Ex-Officio Notary Public for the Parish of St. Charles, Louisiana, on January 30, 1899, filed in the Conveyance Records of St. Charles Parish, Louisiana, on January 30, 1899 and recorded in Conveyance Book "K", Folio 596 of said records.

upon payment and deposit into the registry of this Court, for the account of the defendants and all parties in interest, to be held for payment to the persons entitled thereto as their interests may be established before and recognized by this Court, in the amounts and/or in the proportions called for by their respective interests, of the total sum of Eighteen Thousand Five Hundred Twenty and no/100 (\$18,520.00) Dollars, which amount is hereby decreed to be the total amount of all damages sustained by all of said persons, including all of the defendants herein, in consequence of this expropriation, including the value of all of the property herein taken and hereinabove described; the total sum of \$18,520.00 aforesaid consisting and being made up of the following individual amounts for the following pieces or Parcels of property:

For <u>Parcels 28 and 25</u> , the sum of Twelve Thousand	
Five Hundred and no/100 Dollars	\$12,500.00
For <u>Parcel 27</u> , the sum of Six Thousand Twenty and	
no/100 Dollars	<u>\$ 6,020.00</u>
TOTAL AMOUNT	\$18,520.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the payment and deposit of said total sum of Eighteen Thousand Five Hundred Twenty and no/100 (\$18,520.00) Dollars into the registry of this Court as aforesaid and the registration and recordation of this judgment in the Conveyance Records of this Parish, that full ownership and absolute title to all of the above described properties shall vest in Louisiana Power & Light Company in the same manner and with the same effect as though a conventional act of sale or conventional acts of sale had been executed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any and all holders or owners of any mortgages, liens, privileges, charges, leases, servitudes, ease-

ments, claims, covenants, restrictions, or other encumbrances on or against or affecting the properties hereinabove described and adjudicated, or any of said properties or any portion or portions of any of said properties, be referred to the proceeds of said properties deposited in the registry of this Court as aforesaid, and the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of St. Charles, Louisiana, is hereby authorized, directed and ordered to cancel and erase from the records of his office the inscriptions of any and all mortgages, liens, privileges and encumbrances of any nature whatsoever insofar as they bear against or affect any and all of the properties hereinabove described and adjudicated, or any part or portion or parts or portions of any of said properties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the fee of Norman J. Pitre, Attorney at Law, the duly appointed Curator ad hoc herein, for his services as Curator ad hoc herein, be and the same is hereby fixed at the sum of Three Hundred & 30/100 (\$300.00) Dollars.

JUDGMENT READ, RENDERED AND SIGNED in Open Court at Hahnville, Louisiana, on this 17th day of January, 1962.

C. William Bradley
C. WILLIAM BRADLEY,
JUDGE

FILED FOR RECORD
CLERK OF COURT
ST. CHARLES PARISH, LA.

JAN 23 AM 11:28

RECORDED IN Conveyances

BOOK 362 PAGE 110

Mortgage Book 82, folio
Salvatore S. Bulledge
My Clerk

STATE OF LOUISIANA
PARISH OF ST. CHARLES

I, the undersigned authority, certify that the seven pages
nine foregoing pages is a true and correct copy of the original
filed in the office of the Clerk of Court and Ex-Officio
Register of Conveyances and Recorder of Mortgages in and for
the Parish of St. Charles, Louisiana, at 1128 on the 23rd day of January,
1962 under entry No. 1128
and recorded in Conveyance Book, 22, folio 21.

Bertie B. B...
Clerk of Court and Ex-Officio Register
of Conveyances and Recorder of Mortgages,
St. Charles Parish, Louisiana

LOUISIANA POWER & LIGHT COMPANY

vs.

GEORGE WATERS, ET ALS.

C.O.B. #22,465
* 29TH JUDICIAL DISTRICT COURT
* PARISH OF ST. CHARLES
* STATE OF LOUISIANA
* NO. 7099

Filed: January 23rd, 1962.

Jaqueline O. Bittre
Deputy Clerk

R E C E I P T

BE IT KNOWN, that on this 23rd day of January, 1962, before me,
Jaqueline O. Bittre, a Deputy Clerk of Court and
Ex-Officio Notary Public in and for the Parish of St. Charles, State of
Louisiana, duly commissioned and qualified, personally came and appear:

V. C. RELINPIO,

to me known and known to me to be the Clerk of Court of the 29th Judicial
District Court in and for the Parish of St. Charles, State of Louisiana, who,
after first being duly sworn by me, the undersigned authority, did, in my
presence and in the presence of the undersigned competent witnesses, depose
and say:

That he is the Clerk of Court of the 29th Judicial District Court in
and for the Parish of St. Charles, State of Louisiana;

That reference is made to that certain Judgment of the 29th Judicial
District Court in and for the Parish of St. Charles, State of Louisiana, rendered
on January 17, 1962, and signed on January 17, 1962, in the matter
entitled "Louisiana Power & Light Company vs. George Waters, et als.", No. 7099
on the Docket of said Court, filed in the Conveyance and Mortgage Records of
St. Charles Parish, Louisiana, on January 23rd, 1962, and recorded in
Conveyance Book 52, Folio _____, and Mortgage Book 82,

Folio _____, of said records, adjudicating to Louisiana Power & Light Company
"in full ownership and absolute fee title, free and clear of any and all liens,
encumbrances, mortgages, privileges, servitudes, easements, leases, charges,
claims, covenants or restrictions, of any nature whatsoever" the property
described in said Judgment, the property description contained in said Judgment

held in said court, and by reference to said order it appears that the said
major portion of the proceeds of the sale of the said property, for the benefit of
the defendants and all parties interested, to be held for payment to the
persons entitled thereto as their interests may be established before and
ascertained by this Court, in the amounts and/or in the proportions called for by
their respective interests, of the total sum of Fifteen Thousand Five Hundred
Twenty and no/100 (\$15,520.00) Dollars, which amount is hereby ordered to be
the total amount of all claims submitted by all of said persons, including all
of the defendants herein, in compliance of this disposition, subject to the
value of all of the property herein involved; and

That as, the Clerk of Court aforesaid, does now hereby acknowledge
the receipt on January 23rd, 1962, from the said Louisiana Loan & Trust
Company, in accordance with the aforesaid Judgment, of the full sum of FIFTEEN
THOUSAND FIVE HUNDRED TWENTY and no/100 (\$15,520.00) DOLLARS, said amount having
been paid and deposited into the registry of the Court, and ordered by him,
the said Clerk of Court, to be held in the registry of the Court for payment to
the persons entitled thereto as their interests may be established before and
ascertained by the Court, in the amounts and/or in the proportions called for by
their respective interests, all further in accordance with the aforesaid Judgment
and order AND BEING on the day and date first hereabove written, in
the presence of the undersigned notary witnesses, who have hereunto subscribed
their names, together with the said appointed clerk, before, after the reading
of the said order.

ATTEST:

Sallie S. Gullledge

W. R. Rabin

W. R. RABIN, Clerk of Court of the
29th Judicial District Court for the
Parish of St. Charles, Louisiana

Betha B. Brea

Jacqueline J. Bitts

FILED FOR RECORD IN the Parish of St. Charles and the Parish of St. Charles
CLERK OF COURT Clerk of Court for the Parish of St.
ST. CHARLES, Louisiana ST. CHARLES, Louisiana.

JAN 23 AM 11:28

RECORDED IN *Caneyman*
BOOK 32 FOLIO

Sallie S. Gullledge
By Clerk

STATE OF LOUISIANA
PARISH OF ST. CHARLES

I, the undersigned authority, certify that *one* ~~the reverse side~~ *page* is a true and correct copy of the original
filed in the office of the Clerk of Court and Ex-Officio
Register of Conveyances and Recorder of Mortgages in and for
the Parish of St. Charles, Louisiana, at 11:21 A.M.,
January 23 1961 under entry No. 22465
and recorded in Conveyance Book, 32, folio 477.

Antoine B. Breaux
Clerk of Court and Ex-Officio Register
of Conveyances and Recorder of Mortgages,
St. Charles Parish, Louisiana



State of Louisiana
Department of Environmental Quality



M. J. "MIKE" FOSTER, JR.
GOVERNOR

May 1, 2003

L. HALL BOHLINGER
SECRETARY

CERTIFIED MAIL 7002 0460 0001 3664 3268 **-RETURN RECEIPT REQUEST**
EPA CERTIFIED MAIL # 7002 0460 0001 3664 3251

File No.: LA0003191

AI No.: 687 Activity No.: PER20020005

Mr. Gus VonBodungen, Senior Lead Environmental Analyst
Entergy Louisiana, Inc.
Little Gypsy Generating Plant
Post Office Box 61000, Mail Unit L-ENT-5E
New Orleans, Louisiana 70161

RE: Major Modification of Louisiana Pollutant Discharge Elimination System (LPDES) permit, LA0003191, effective on October 1, 2002 for Entergy Louisiana Inc.'s Little Gypsy Generating Plant located at 17440 River Road in Montz, St. Charles Parish.

Dear Mr. VonBodungen:

This Office has not received any comments from either the general public or from Entergy Louisiana, Inc. in response to the public notice published in the Office of Environmental Services Public Notice Mailing List and the ST. CHARLES HERALD-GUIDE of Boutte on March 5, 2003.

Pursuant to the Clean Water Act (33 U.S.C. 1251 et seq.), and the Louisiana Environmental Quality Act (La. R.S. 30:2001, et seq.), the attached LPDES permit has been modified. Provisions of the modified portion(s) of this permit may be appealed in writing pursuant to La. R.S. 2024(A) within 30 days from receipt of the permit. Only those provisions specifically appealed will be suspended by a request for hearing unless the secretary or the assistant secretary elects to suspend other provision(s) as well. A request for hearing must be sent to the following:

Louisiana Department of Environmental Quality
Office of the Secretary
Attention: Hearings Clerk, Legal Division
Post Office Box 82282
Baton Rouge, Louisiana 70884-2282

Please replace the title page, page 11 of 20, Part II, and Table 1 and 2 for Outfall 001, which came with your final permit with the modified title page, modified page 11 of 20, Part II and modified Table 1 and Table 2 for Outfall 001. All future correspondence regarding this permit shall use the Agency Interest (AI) number 687 and LPDES permit number LA0003191.



recycled paper

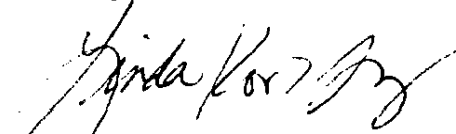
OFFICE OF ENVIRONMENTAL SERVICES • P.O. BOX 82135 • BATON ROUGE, LOUISIANA 70884-2135

AN EQUAL OPPORTUNITY EMPLOYER



Should you have any questions concerning any part of the permit or this modification, please feel free to contact Elizabeth A. Ballard of the Office of Environmental Services at the address on the preceding page or telephone (225) 765-0199.

Sincerely,



Linda Korn Levy
Assistant Secretary

eab

Attachments

c: cover letter and title page:

Mr. David Ferrand
Customer Assistance Center
Maynard Ketcham-Room 310

Scott Guilliams
Permits Division

c: cover letter and permit:

Ms. Evelyn Rosborough (6WQ-CA)
U. S. Environmental Protection
Agency, Region VI (by Certified Mail)

Southeast Regional Office
Office of Environmental Compliance

Permit Compliance Unit
Office of Environmental Compliance

Elizabeth A. Ballard
Permits Division

Water File "A" Left



PERMIT NUMBER
LA0003191
AI No.: 687
Activity No.: PER20020005

OFFICE OF ENVIRONMENTAL SERVICES Water Discharge Permit

Pursuant to the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), and the Louisiana Environmental Quality Act, as amended (La. R. S. 30:2001 et seq.), rules and regulations effective or promulgated under the authority of said Acts, and in reliance on statements and representations heretofore made in the application, a Louisiana Pollutant Discharge Elimination System permit modification is issued authorizing

Entergy Louisiana, Inc.
Little Gypsy Generating Plant
Post Office Box 61000, Mail Unit L-ENT-5E
New Orleans, Louisiana 70161

Type Facility: Steam electric generating plant
Location: 17440 River Road in Montz
St. Charles Parish
Receiving Waters: Mississippi River (Outfall 001 and Outfall 006)
Lake Pontchartrain via local drainage (Outfalls 002 - 005)

to discharge in accordance with effluent limitations, monitoring requirements, and other conditions set forth in Parts I and II (as applicable) attached hereto.

This permit and the authorization to discharge were effective on October 1, 2002 and shall expire five (5) years from the original effective date of the permit.

This permit was not previously modified.

This modification shall become effective on

May 1, 2003

Issued on

April 23, 2003


Linda Korn Levy
Assistant Secretary

OTHER REQUIREMENTS (continued)

Department of Environmental Quality
Office of Environmental Compliance
Permit Compliance Unit
Post Office Box 82215
Baton Rouge, Louisiana 70884-2215

Southeast Regional Office
Office of Environmental Compliance
Surveillance Division
201 Evans Road
Bldg. 4, Suite 420
New Orleans, Louisiana 70123-5320

R. 48 HR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

1. SCOPE AND METHODOLOGY

- a. The permittee shall test the effluent for toxicity in accordance with the provisions in this section.

APPLICABLE TO OUTFALL(S):	001
REPORTED ON DMR AS FINAL OUTFALL:	TX1Y
CRITICAL DILUTION:	29.7%
EFFLUENT DILUTION SERIES:	39.6%, 29.7%, 22.3%, 16.7%, and 12.5%
COMPOSITE SAMPLE TYPE:	Defined at PART I
TEST SPECIES/METHODS:	40 CFR Part 136 (See LAC 33:IX.2531)

Daphnia pulex acute static renewal 48-hour definitive toxicity test using EPA/600/4-90/027F, or the latest update thereof. A minimum of five (5) replicates with eight (8) organisms per replicate must be used in the control and in each effluent dilution of this test.

Pimephales promelas (Fathead minnow) acute static renewal 48-hour definitive toxicity test using EPA/600/4-90/027F, or the latest update thereof. A minimum of five (5) replicates with eight (8) organisms per replicate must be used in the control and in each effluent dilution of this test.

- b. The NOEC (No Observed Effect Concentration) is defined as the greatest effluent dilution at and below which lethality that is statistically different from the control (0% effluent) at the 95% confidence level does not occur.

MODIFIED TABLE 1
SUMMARY SHEET

Daphnia pulex ACUTE SURVIVAL TEST RESULTS

PERMITTEE: Entergy Louisiana, Inc.
FACILITY SITE: Little Gypsy Generating Plant
LPDES PERMIT NUMBER: LA0003191
OUTFALL IDENTIFICATION: 001
OUTFALL SAMPLE IS FROM _____ SINGLE _____ MULTIPLE DISCHARGES
BIOMONITORING LABORATORY: _____
DILUTION WATER USED: _____ RECEIVING WATER _____ LAB WATER
CRITICAL DILUTION 29.7% DATE TEST INITIATED _____

Are the test results to be considered valid? ____ yes ____ no
If X no (test invalid), what are the reasons for invalidity?

Is this a retest of a previous invalid test? ____ yes ____ no
Is this a retest of a previous test failure? ____ yes ____ no

NOEC = _____ % effluent
LC₅₀48 = _____ % effluent

DILUTION SERIES RESULTS
percent survival

TIME OF READING	REP	0%	39.6%	29.7%	22.3%	16.7%	12.5%
24-HOUR	A						
	B						
	C						
	D						
	E						
48-HOUR	A						
	B						
	C						
	D						
	E						
MEAN							

Is the mean survival at 48 hours significantly less (p=0.05) than the control survival for the low flow or critical dilution?
_____ yes _____ no

MODIFIED TABLE 2
SUMMARY SHEET

Pimephales promelas ACUTE SURVIVAL TEST RESULTS

PERMITTEE: Entergy Louisiana, Inc.
FACILITY SITE: Little Gypsy Generating Plant
LPDES PERMIT NUMBER: LA0003191
OUTFALL IDENTIFICATION: 001
OUTFALL SAMPLE IS FROM _____ SINGLE _____ MULTIPLE DISCHARGES
BIOMONITORING LABORATORY: _____
DILUTION WATER USED: _____ RECEIVING WATER _____ LAB WATER
CRITICAL DILUTION 29.7% DATE TEST INITIATED _____

Are the test results to be considered valid? yes no
If X no (test invalid), what are the reasons for invalidity?

Is this a retest of a previous invalid test? yes no
Is this a retest of a previous test failure? yes no

NOEC = % effluent
LC₅₀48 = % effluent

DILUTION SERIES RESULTS
percent survival

TIME OF READING	REP	0%	39.6%	29.7%	22.3%	16.7%	12.5%
24-HOUR	A						
	B						
	C						
	D						
	E						
48-HOUR	A						
	B						
	C						
	D						
	E						
MEAN							

Is the mean survival at 48 hours significantly less ($p=0.05$) than the control survival for the low flow or critical dilution?
 yes no



State of Louisiana
Department of Environmental Quality



M. J. "MIKE" FOSTER, JR.
GOVERNOR

L. HALL BOHLINGER
SECRETARY

March 18, 2003

CERTIFIED MAIL 7002 0460 0001 3664 4067 **-RETURN RECEIPT REQUEST**
EPA CERTIFIED MAIL # 7002 0460 0001 3664 4050

File No.: LA0003191

AI No.: 687 Activity No.: PER20020005

Mr. Gus VonBodungen, Senior Lead Environmental Analyst
Entergy Louisiana, Inc.
Little Gypsy Generating Plant
Post Office Box 61000, Mail Unit L-ENT-5E
New Orleans, Louisiana 70161

RE: Draft major modification of Louisiana Pollutant Discharge Elimination System (LPDES) permit, LA0003191, effective on October 1, 2002 for Entergy Louisiana, Inc.'s Little Gypsy Generating Plant located at 17440 River Road in Montz, St. Charles Parish.

Dear Mr. VonBodungen:

The Department of Environmental Quality proposes to modify a LPDES permit with the effluent limitations, monitoring requirements, and special conditions listed in the attached DRAFT MODIFIED PERMIT. Upon the effective date of the FINAL MODIFIED PERMIT, the FINAL MODIFIED PERMIT shall replace the previously effective State (LPDES) permit, LA0003191.

An error was made when processing your LPDES permit. The effluent dilution series established in the LPDES permit was calculated based on chronic biomonitoring. However, freshwater acute biomonitoring was established in the LPDES permit, LA0003191. The dilution series established was 3.96%, 2.97%, 2.23%, 1.67%, and 1.25%, with 2.97% effluent as the defined low-flow dilution. This modification corrects that dilution series for freshwater acute biomonitoring. The corrected biomonitoring series is 39.6%, 29.7%, 22.3%, 16.7%, and 12.5%, with 29.7% effluent as the defined low-flow dilution (critical dilution; 10:1 acute to chronic ratio has been implemented).

We have corrected this error by issuance of the attached draft modified title page, draft modified page 11 of 20, Part II, and draft modified Table 1 and 2 for Outfall 001. In accordance with LAC 33:IX.2407.B.2, only those permit limitations and conditions pertaining to the draft modification are open for public comment.

This Office will publish the enclosed public notice one time in the local newspaper(s), the ST. CHARLES HERALD-GUIDE of Boutte, and the Office of Environmental Services Public Notice Mailing List.

Entergy Louisiana, Inc.

RE: LA0003191, AI No. 687, Activity No. PER20020005

Page 2

Should you have any questions concerning any part of the DRAFT MODIFIED PERMIT, please feel free to contact Elizabeth A. Ballard, Office of Environmental Services, at the address on the preceding page, telephone (225) 765-0199. All future correspondence regarding this permit shall use the Agency Interest (AI) number 687 and LPDES permit number LA0003191.

Sincerely,



Linda Korn Levy
Assistant Secretary

eab

Attachment(s)

c: cover letter

Mr. David Ferrand
Customer Assistance Center
Maynard Ketcham-Room 310

Scott Guilliams
Permits Division

c: cover letter, permit, and factsheet:

Ms. Evelyn Rosborough (6WQ-CA)
U. S. Environmental Protection
Agency, Region VI (by Certified Mail)

Permit Compliance Unit
Office of Environmental Compliance

Elizabeth A. Ballard
Permits Division

Southeast Regional Office
Office of Environmental Compliance

Water File "A" Left

PUBLIC NOTICE
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF ENVIRONMENTAL SERVICES, PERMITS DIVISION

REQUEST FOR PUBLIC COMMENT ON A
DRAFT WATER DISCHARGE PERMIT MODIFICATION

ENTERGY LOUISIANA, INC.
LITTLE GYPSY GENERATING PLANT
MONTZ, SAINT CHARLES PARISH, LOUISIANA
LA0003191, AGENCY INTEREST NO 687, PER20020005

The Louisiana Department of Environmental Quality - Office of Environmental Services (LDEQ-OES), Permits Division, is accepting written comments on a draft modification of a Louisiana Pollutant Discharge Elimination System (LPDES) permit prepared for Entergy Louisiana, Inc., Little Gypsy Generating Plant, Post Office Box 61000, Mail Unit L-ENT-5E, New Orleans, Louisiana 70161. Upon the effective date of the final modified permit, the final modified permit shall replace those provisions of the previously effective State (LPDES) permit, LA0003191. In accordance with LAC 33:IX.2407.B2, only those permit limitations and conditions pertaining to the draft modification are open for public comment. The facility is located at 17440 River Road in Montz, Saint Charles Parish, Louisiana.

The principal discharge from this existing source is made into the Mississippi River (Outfall 001 and Outfall 006), waters of the state classified for primary contact recreation, secondary contact recreation, fish and wildlife propagation, and drinking water supply. A secondary discharge is made into Lake Pontchartrain via local drainage (outfalls 002 - 005), waters of the state classified for primary contact recreation, secondary contact recreation, and fish and wildlife propagation. Under the SIC Code(s) 4911, the applicant proposes to discharge once through non-contact cooling water, .pflow filtration unit, and/or multi-media filter backwash to the Mississippi River, and treated low volume wastewater, treated maintenance wastewaters, metal cleaning wastewater, and stormwater to Lake Pontchartrain via local drainage from an existing steam electric generating plant.

During the preparation of the permit modification, it has been determined that this discharge will have no adverse impact on the existing uses of the receiving waterbody. As with any discharge, however, some change in existing water quality may occur.

The public may submit written comments or requests for a public hearing relative to the issuance of this permit to Ms. Soumaya Ghosn, Environmental Assistance Division, PO Box 82135, Baton Rouge, LA 70884-2135. A public hearing will be held if the office finds a significant degree of public interest. **Written comments received by 12:30 p.m., Tuesday, April 8, 2003** will be considered prior to a final permit decision. LDEQ will send notification of the final decision to the applicant and to each person who has submitted written comments or requested notification of the final decision. **All correspondence should specify reference numbers LA0003191, Agency Interest (AI) No. 687, PER20020005.**

The modified draft permit and fact sheet may be examined at the LDEQ Public Records Center, Room 4400, 7290 Bluebonnet Blvd., Baton Rouge, LA. Viewing hours are 8:00 a.m. to 4:30 p.m., Monday through Friday (except holidays).

Inquiries or requests for additional information regarding this draft permit should be directed to Ms. Elizabeth A. Ballard, Permits Division, Level 1 Industrial Permits Unit, Group 3, (225) 765-0195.

Persons wishing to be included in the mailing list for permitting actions on Entergy Louisiana, Inc., Little Gypsy Generating Plant should contact Ms. Soumaya Ghosn at the address above, or at (225) 765-0908.

Publication date: Wednesday, March 5, 2003

DRAFT



PERMIT NUMBER
LA0003191
AI No.: 687
Activity No.: PER20020005

OFFICE OF ENVIRONMENTAL SERVICES
Water Discharge Permit

Pursuant to the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), and the Louisiana Environmental Quality Act, as amended (La. R. S. 30:2001 et seq.), rules and regulations effective or promulgated under the authority of said Acts, and in reliance on statements and representations heretofore made in the application, a Louisiana Pollutant Discharge Elimination System permit modification is issued authorizing

Entergy Louisiana, Inc.
Little Gypsy Generating Plant
Post Office Box 61000, Mail Unit L-ENT-5E
New Orleans, Louisiana 70161

Type Facility: Steam electric generating plant

Location: 17440 River Road in Montz
St. Charles Parish

Receiving Waters: Mississippi River (Outfall 001 and Outfall 006)
Lake Pontchartrain via local drainage (Outfalls 002 - 005)

to discharge in accordance with effluent limitations, monitoring requirements, and other conditions set forth in Parts I and II (as applicable) attached hereto.

This permit and the authorization to discharge were effective on October 1, 2002 and shall expire five (5) years from the effective date of the permit.

This permit was not previously modified.

This modification shall become effective on _____

Issued on _____

Linda Korn Levy
Assistant Secretary

OTHER REQUIREMENTS (continued)

Department of Environmental Quality
Office of Environmental Compliance
Permit Compliance Unit
Post Office Box 82215
Baton Rouge, Louisiana 70884-2215

Southeast Regional Office
Office of Environmental Compliance
Surveillance Division
201 Evans Road
Bldg. 4, Suite 420
New Orleans, Louisiana 70123-5320

R. 48 HR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

1. SCOPE AND METHODOLOGY

- a. The permittee shall test the effluent for toxicity in accordance with the provisions in this section.

APPLICABLE TO OUTFALL(S):	001
REPORTED ON DMR AS FINAL OUTFALL:	TX1Y
CRITICAL DILUTION:	29.7%
EFFLUENT DILUTION SERIES:	39.6%, 29.7%, 22.3%, 16.7%, and 12.5%
COMPOSITE SAMPLE TYPE:	Defined at PART I
TEST SPECIES/METHODS:	40 CFR Part 136 (See LAC 33:IX.2531)

Daphnia pulex acute static renewal 48-hour definitive toxicity test using EPA/600/4-90/027F, or the latest update thereof. A minimum of five (5) replicates with eight (8) organisms per replicate must be used in the control and in each effluent dilution of this test.

Pimephales promelas (Fathead minnow) acute static renewal 48-hour definitive toxicity test using EPA/600/4-90/027F, or the latest update thereof. A minimum of five (5) replicates with eight (8) organisms per replicate must be used in the control and in each effluent dilution of this test.

- b. The NOEC (No Observed Effect Concentration) is defined as the greatest effluent dilution at and below which lethality that is statistically different from the control (0% effluent) at the 95% confidence level does not occur.

Draft MODIFIED TABLE 1
SUMMARY SHEET

Daphnia pulex ACUTE SURVIVAL TEST RESULTS

PERMITTEE: Entergy Louisiana, Inc.
FACILITY SITE: Little Gypsy Generating Plant
LPDES PERMIT NUMBER: LA0003191
OUTFALL IDENTIFICATION: 001
OUTFALL SAMPLE IS FROM _____ SINGLE _____ MULTIPLE DISCHARGES
BIOMONITORING LABORATORY: _____
DILUTION WATER USED: _____ RECEIVING WATER _____ LAB WATER
CRITICAL DILUTION 29.7% DATE TEST INITIATED _____

Are the test results to be considered valid? yes no
If X no (test invalid), what are the reasons for invalidity?

Is this a retest of a previous invalid test? yes no
Is this a retest of a previous test failure? yes no

NOEC = % effluent
LC₅₀48 = % effluent

DILUTION SERIES RESULTS
percent survival

TIME OF READING	REP	0%	39.6%	29.7%	22.3%	16.7%	12.5%
24-HOUR	A						
	B						
	C						
	D						
	E						
48-HOUR	A						
	B						
	C						
	D						
	E						
MEAN							

Is the mean survival at 48 hours significantly less ($p=0.05$) than the control survival for the low flow or critical dilution?
 yes no

Draft MODIFIED TABLE 2
SUMMARY SHEET

Pimephales promelas ACUTE SURVIVAL TEST RESULTS

PERMITTEE: Entergy Louisiana, Inc.
 FACILITY SITE: Little Gypsy Generating Plant
 LPDES PERMIT NUMBER: LA0003191
 OUTFALL IDENTIFICATION: 001
 OUTFALL SAMPLE IS FROM _____ SINGLE _____ MULTIPLE DISCHARGES
 BIOMONITORING LABORATORY: _____
 DILUTION WATER USED: _____ RECEIVING WATER _____ LAB WATER
 CRITICAL DILUTION 29.7% DATE TEST INITIATED _____

Are the test results to be considered valid? ____yes ____no
 If X no (test invalid), what are the reasons for invalidity?

Is this a retest of a previous invalid test? ____ yes ____no
 Is this a retest of a previous test failure? ____ yes ____no

NOEC = _____% effluent
 LC₅₀48 = _____% effluent

DILUTION SERIES RESULTS
percent survival

TIME OF READING	REP	0%	39.6%	29.7%	22.3%	16.7%	12.5%
24-HOUR	A						
	B						
	C						
	D						
	E						
48-HOUR	A						
	B						
	C						
	D						
	E						
MEAN							

Is the mean survival at 48 hours significantly less ($p=0.05$) than the control survival for the low flow or critical dilution?
 _____yes _____no

LPDES FACT SHEET and RATIONALE
FOR THE MODIFIED LOUISIANA POLLUTANT DISCHARGE ELIMINATION SYSTEM
(LPDES) PERMIT TO DISCHARGE TO WATERS OF LOUISIANA

- I. **Company/Facility Name:** Entergy Louisiana, Inc.
Little Gypsy Generating Plant
Post Office Box 61000, Mail Unit L-ENT-5E
New Orleans, Louisiana 70161
- II. **Issuing Office:** Louisiana Department of Environmental Quality
(LDEQ)
Office of Environmental Services
Post Office Box 82135
Baton Rouge, Louisiana 70884-2135
- III. **Prepared By:** Elizabeth A. Ballard
Level 1 Industrial Permits Section
Permits Division
Phone #: 225-765-0199
E-mail: liz_b@deq.state.la.us

Date Prepared: January 16, 2003

LAC 33:IX Citations: Unless otherwise stated, citations to LAC 33:IX refer to promulgated regulations listed at Louisiana Administrative Code, Title 33, Part IX revised as of June 20, 1997.

IV. **Permit Action/Status:**

A. **Reason For Permit Action:**

Modification of an existing Louisiana Pollutant Discharge Elimination System (LPDES) permit following regulations promulgated at LAC 33:IX.2407/40 CFR 124.5.

- B. LPDES permit - LPDES permit effective date: October 1, 2002
LPDES permit expiration date: September 30, 2007
EPA has not retained enforcement authority.

V. **Facility Information:**

- A. **Location -** 17440 River Road in Montz, St. Charles Parish
- B. **Applicant Activity -** According to the application, Entergy Louisiana, Inc., Little Gypsy Generating Plant, is a steam electric generating plant with a net output of 1253 megawatts electrical (MWe).

VI. Nature of Permit Modification:

An error was made when processing your LPDES permit. The effluent dilution series established in the LPDES permit was calculated based on chronic biomonitoring. However, freshwater acute biomonitoring was established in the LPDES permit, LA0003191. The dilution series established was 3.96%, 2.97%, 2.23%, 1.67%, and 1.25%, with 2.97% effluent as the defined low-flow dilution. This modification corrects that dilution series for freshwater acute biomonitoring. The corrected biomonitoring series is 39.6%, 29.7%, 22.3%, 16.7%, and 12.5%, with 29.7% effluent as the defined low-flow dilution (critical dilution; 10:1 acute to chronic ratio has been implemented). See attached Biomonitoring Frequency Recommendation and Rationale For Additional Requirements.



State of Louisiana
Department of Environmental Quality



M. J. "MIKE" FOSTER, JR.
GOVERNOR

October 1, 2002

L. HALL BOHLINGER
SECRETARY

CERTIFIED MAIL 7001 0320 0002 6647 7881 -RETURN RECEIPT REQUEST

EPA CERTIFIED MAIL # 7001 0320 0002 6647 7579

File No.: LA0003191

AI No.: 687 Activity No.: PER19950001

Mr. Gus VonBodungen, Environmental Analyst
Entergy Louisiana, Inc.
Little Gypsy Generating Plant
Post Office Box 61000, Mail Unit L-ENT-5E
New Orleans, Louisiana 70161

OCT 14 2002

RE: Louisiana Pollutant Discharge Elimination System (LPDES) permit to discharge once through non-contact cooling water, pretreatment filter flush, and stormwater to the Mississippi River (Outfalls 001 and 006), and treated low volume wastewater, treated metal cleaning wastewater, and stormwater to Lake Pontchartrain via local drainage (Outfalls 002 - 005) from an existing steam electric generating plant located at 17440 River Road in Montz, St. Charles Parish.

Dear Mr. VonBodungen:

This Office has received and evaluated comments submitted by Entergy Louisiana, Inc. in response to the public notice published in the Office of Environmental Services Public Notice Mailing List, and the ST. CHARLES HERALD-GUIDE of Boutte on July 3, 2002. The Office's response to comments submitted by Entergy Louisiana, Inc. are summarized below. No comments have been received from the general public.

Issue 1:

Entergy objects to Part II, Section O of the draft permit language requiring a Storm Water Pollution Prevention Plan (SWPPP) as part of the Little Gypsy Generating Plant LPDES permit language. Entergy requests that the language be removed from the permit.

Response to Issue 1:

Industrial LPDES permits are currently incorporating Storm Water Pollution Prevention Plan (SWPPP) requirements in Part II, Other Requirements, for stormwater discharge associated with industrial activity in the form of specific SWPPP and/or Best Management Practice Plans. In lieu of this LPDES requirement, Entergy could submit a Notice of Intent to be covered under the terms and conditions of the Multi-Sector General Permit (MSGP), Sector O. Entergy's request to remove the SWPPP requirement is denied. Should Entergy obtain coverage under the MSGP, modification of this LPDES permit to remove the SWPPP language could be requested.

Issue 2:

Entergy requests the addition of three stormwater outfalls that were listed on Form 2F in the renewal application received by this Office on August 18, 1995.



Entergy Louisiana, Inc.
RE: LA0003191, AI No. 687
Page 2

Response to Issue 2:

The permittee's request is granted and the stormwater outfalls have been added to this final LPDES permit.

Pursuant to the Clean Water Act (33 U.S.C. 1251 et seq.), and the Louisiana Environmental Quality Act (La. R.S. 30:2001, et seq.), the attached LPDES permit has been issued. Provisions of this permit may be appealed in writing pursuant to La. R.S. 2024(A) within 30 days from receipt of the permit. Only those provisions specifically appealed will be suspended by a request for hearing unless the secretary or the assistant secretary elects to suspend other provision(s) as well. A request for hearing must be sent to the following:

Louisiana Department of Environmental Quality
Office of the Secretary
Attention: Hearings Clerk, Legal Division
Post Office Box 82282
Baton Rouge, Louisiana 70884-2282

This permit shall replace the previously effective EPA (NPDES) permit, the EPA permit, LAR00A464, and the State (LWDPS) permit, WP0180. All future correspondence regarding this permit shall use the Agency Interest (AI) number 687 and LPDES permit number LA0003191.

In accordance with Part II, Paragraph Q of the permit, monitoring results should be reported on a Discharge Monitoring Report (DMR) form per the schedule specified. A copy of the form to be used is attached for your convenience.

Should you have any questions concerning any part of the permit, please feel free to contact Elizabeth A. Ballard of the Office of Environmental Services at the address on the preceding page or telephone (225) 765-0199.

Sincerely,


Linda Korn Levy
Assistant Secretary

eab

Attachments

c: cover letter and title page:

Ms. Gayle Denino
Office of Management & Finance

Mr. David Ferrand
Customer Assistance Center
Maynard/Ketchum-Room 310

Scott Guilliams
Permits Division

c: cover letter and permit:
Ms. Evelyn Rosborough (6WQ-CA)
U. S. Environmental Protection
Agency, Region VI (by Certified Mail)

Southeast Regional Office
Office of Environmental Compliance

Permit Compliance Unit
Office of Environmental Compliance

Elizabeth A. Ballard
Permits Division

Water File "A" Left

BEST COPY

Paperwork Reduction Act Notice

Public reporting burden for this collection of information is estimated to vary from a range of 10 hours as an average per response for some minor facilities, to 110 hours as an average per response for some major facilities. With a weighted average for major and minor facilities of 18 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Chief, Information Policy Branch, PM-223, U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

General Instructions

1. If form has been partially completed by preprinting, disregard instructions directed at entry of that information already preprinted.
2. Enter "Permittee Name/Mailing Address (and facility name/location, if different)," "Permit Number," and "Discharge Number" where indicated. (A separate form is required for each discharge.)
3. Enter dates beginning and ending "Monitoring Period" covered by form where indicated.
4. Enter each "Parameter" as specified in monitoring requirements of permit.
5. Enter "Sample Measurement" data for each parameter under "Quantity" and "Quality" in units specified in permit. "Average" is normally arithmetic average (geometric average for bacterial parameters) of all sample measurements for each parameter obtained during "Monitoring Period"; "Maximum" and "Minimum" are normally extreme high and low measurements obtained during "Monitoring Period." *Note to municipalities with secondary treatment requirement:* Enter 30-day average of sample measurements under "Average," and enter maximum 7-day average of sample measurements obtained during monitoring period under "Maximum."
6. Enter "Permit Requirement" for each parameter under "Quantity" and "Quality" as specified in permit.
7. Under "No Ex" enter number of sample measurements during monitoring period that exceed maximum (and/or minimum or 7-day average as appropriate) permit requirement for each parameter. If none, enter "0."
8. Enter "Frequency of Analysis" both as "Sample Measurement" (actual frequency of sampling and analysis used during monitoring period) and as "Permit Requirement" specified in permit. (e.g., Enter "Cont." for continuous monitoring, "1/7" for one day per week, "1/30" for one day per month, "1/3" for one day per quarter, etc.)
9. Enter "Sample Type" both as "Sample Measurement" (actual sample type used during monitoring period) and as "Permit Requirement," (e.g., Enter "Grab" for individual sample, "24HC" for 24-hour composite, "N/A" for continuous monitoring, etc.)
10. Where violations of permit requirements are reported, attach a brief explanation to describe cause and corrective actions taken, and reference each violation by date.
11. If "no discharge" occurs during monitoring period, enter "No Discharge" across form in place of data entry.
12. Enter "Name/Title of Principal Executive Officer" with "Signature of Principal Executive Officer of Authorized Agent," "Telephone Number," and "Date" at bottom of form.
13. Mail signed Report to Office(s) by date(s) specified in permit. Retain copy for your records.
14. More detailed instructions for use of this *Discharge Monitoring Report (DMR)* form may be obtained from Office(s) specified in permit.

Legal Notice

This report is required by law (33 U.S.C. 1318; 40 C.F.R. 125.27). Failure to report or failure to report truthfully can result in civil penalties not to exceed \$10,000 per day of violation; or in criminal penalties not to exceed \$25,000 per day of violation, or by imprisonment for not more than one year, or by both.



PERMIT NUMBER
LA0003191
AI No.: 687

OFFICE OF ENVIRONMENTAL SERVICES Water Discharge Permit

Pursuant to the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), and the Louisiana Environmental Quality Act, as amended (La. R. S. 30:2001 et seq.), rules and regulations effective or promulgated under the authority of said Acts, and in reliance on statements and representations heretofore made in the application, a Louisiana Pollutant Discharge Elimination System permit is issued authorizing

Entergy Louisiana, Inc.
Little Gypsy Generating Plant
Post Office Box 61000, Mail Unit L-ENT-5E
New Orleans, Louisiana 70161


Type Facility: Steam electric generating plant
Location: 17440 River Road in Montz
St. Charles Parish
Receiving Waters: Mississippi River (Outfall 001 and Outfall 006)
Lake Pontchartrain via local drainage (Outfalls 002 - 005)

to discharge in accordance with effluent limitations, monitoring requirements, and other conditions set forth in Parts I, II, and III attached hereto.

This permit shall become effective on October 1, 2002

This permit and the authorization to discharge shall expire five (5) years from the effective date of the permit.

Issued on September 25, 2002


Linda Korn Levy
Assistant Secretary

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS (Outfall 001)

During the period beginning the effective date and lasting through the expiration date the permittee is authorized to discharge from:

Outfall 001, the continuous discharge of once through non-contact cooling water and upflow filtration unit and/or multi-media filter backwash.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	STORET Code	Discharge Limitations				Monitoring Requirements	
		Other Units				Measurement Frequency	Sample Type
		(lbs/day, UNLESS STATED)	(mg/L, UNLESS STATED)				
		Monthly Average	Daily Maximum	Monthly Average	Daily Maximum		
Flow-MGD	50050	936	936	---	---	Daily	Estimate(*1)
Temperature (°F)	00011	112.7(*2)	116(*2)	---	---	Continuous	Recorder
Total Residual Chlorine	50060	---	130	---	0.2	1/week	Grab (*3)

COAGULANTS:

The quantity and types of all coagulants (clarifying agents) used in the intake raw river water treatment clarification system during the sampling month shall be recorded. Records of the quantity and type of coagulants used shall be retained for three (3) years following Part III.C.3. No DMR reporting shall be required.

WHOLE EFFLUENT (ACUTE)

<u>TOXICITY TESTING</u>	STORET Code		Monthly Avg	48-Hour	Measurement	Sample
			Minimum	Minimum	Frequency (*3)	Type
NOEC, Pass/Fail [0/1], TEM6C	---	---	Report	Report	1/year	24-hr. Composite
Lethality, Static Renewal, 48-Hour Acute, <u>Pimephales promelas</u>						
NOEC, Value [%], TOM6C	---	---	Report	Report	1/year	24-hr. Composite
Lethality, Static Renewal, 48-Hour Acute, <u>Pimephales promelas</u>						

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS (Outfall 001, continued)

<u>Effluent Characteristic</u>		<u>Discharge Limitations</u>		<u>Monitoring Requirements</u>	
<u>WHOLE EFFLUENT (ACUTE)</u>		Other units			
<u>TOXICITY TESTING</u>		(Percent %, UNLESS STATED)			
	STORET	Monthly Avg 48-Hour	Measurement Sample		
	Code	Minimum	Minimum	Frequency (*3)	Type
NOEC, Value [%],	TQM6C --- ---	Report	Report	1/year	24-hr. Composite
Coefficient of Variation, Static Renewal, 48-Hour Acute, <u>Pimephales promelas</u>					
NOEC, Pass/Fail [0/1],	TEM3D --- ---	Report	Report	1/year	24-hr. Composite
Lethality, Static Renewal, 48-Hour Acute, <u>Daphnia pulex</u>					
NOEC, Value [%],	TQM3D --- ---	Report	Report	1/year	24-hr. Composite
Lethality, Static Renewal, 48-Hour Acute <u>Daphnia pulex</u>					
NOEC, Value [%],	TQM3D --- ---	Report	Report	1/year	24-hr. Composite
Coefficient of Variation, Static Renewal, 48-Hour Acute <u>Daphnia pulex</u>					

If a test failure has occurred and the required retests have been performed, the test results are to reported on the DMR as follows:

	STORET CODE	REPORT
Retest #1	22415	0 Pass, or 1 Fail
Retest #2	22416	0 Pass, or 1 Fail

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Outfall 001, at the point of discharge from the condensor water box cooling system, prior to where the discharge enters the Mississippi River.

FOOTNOTE(S):

(*1) Measurement utilizing pump calculations.

(*2) See Part II.L.

(*3) Sample shall be representative of any periodic episodes of chlorination, biocide usage, or other potentially toxic substance discharged on an intermittent basis.

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS (Outfall 002)

During the period beginning the effective date and lasting through the expiration date the permittee is authorized to discharge from:

Outfall 002, the discharge of low volume wastewaters as defined by 40 CFR 423 including wastewaters treated by an oil/water separator, area plant drains, sand filter backwash, reverse osmosis, powdex filtration system, solka floc filtration system, maintenance wastewaters including hydrostatic test wastewater, fire system test wastewater, and deminus discharges from the multi-media filtration unit and stormwater.

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>		<u>Discharge Limitations</u>				<u>Monitoring Requirements</u>	
		Other Units (lbs/day, UNLESS STATED) (mg/L, UNLESS STATED)					
	STORET Code	Monthly Average	Daily Maximum	Monthly Average	Daily Maximum	Measurement Frequency	Sample Type
Flow-MGD	50050	Report	Report	---	---	1/day	Estimate
TSS	00530	---	---	30	100	1/week	Grab
Oil & Grease	03582	---	---	15	20	1/week	Grab
TOC	00680	---	---	---	50	1/month	Grab
pH	00400	---	---	6.0 (*1)	9.0 (*1)	1/week	Grab
(Standard Units)				(Min)	(Max)		

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Outfall 002, at the point of discharge from the oil/water separator prior to entering the east ditch.

FOOTNOTE(S):

(*1) The permittee shall report on the Discharge Monitoring Reports both the minimum and maximum instantaneous pH values measured.

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS (Outfall 003)

During the period beginning the effective date and lasting through the expiration date the permittee is authorized to discharge from:

Outfall 003, the discharge of low volume wastewaters as defined by 40 CFR 423 including wastewaters from the Units 1, 2, and 3 make-up demineralizer system and reverse osmosis, Unit 1 condensate polisher solka floc filter system, Unit No. 3 conditioning polisher mixed bed system, Unit No. 3 Laboratory, and boiler drainage and maintenance wastewater including hydrostatic wastewater, fire system test wastewaters, and previously monitored effluent.

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>		<u>Discharge Limitations</u>				<u>Monitoring Requirements</u>	
		Other Units					
		(lbs/day, UNLESS STATED) (mg/L, UNLESS STATED)					
	STORET Code	Monthly Average	Daily Maximum	Monthly Average	Daily Maximum	Measurement Frequency	Sample Type
Flow-MGD	50050	Report	Report	---	---	1/day	Estimate
TSS	00530	---	---	30	100	1/week	Grab
Oil & Grease	03582	---	---	15	20	1/week	Grab
TOC	00680	---	---	---	50	1/month	Grab
pH	00400	---	---	6.0 (*1)	9.0 (*1)	1/week	Grab
(Standard Units)				(Min)	(Max)		

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Outfall 003, at the point of discharge from the low volume wastewater settling pond prior to entering the west ditch.

FOOTNOTE(S):

- (*1) The permittee shall report on the Discharge Monitoring Reports both the minimum and maximum instantaneous pH values measured.

PART I

Page 6 of 9

Permit No. LA0003191

AI No. 687

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS (Internal Outfall 103)

During the period beginning the effective date and lasting through the expiration date the permittee is authorized to discharge from:

Internal Outfall 103, the discharge of treated metal cleaning wastewater (both chemical and non-chemical) from various plant equipment components including, but not limited to: the steam generator, cooling water heat exchangers, and piping.

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>		<u>Discharge Limitations</u>				<u>Monitoring Requirements</u>	
		Other Units (lbs/day, UNLESS STATED) (mg/L, UNLESS STATED)				Measurement	Sample
	STORET Code	Monthly Average	Daily Maximum	Monthly Average	Daily Maximum	Frequency(*1)	Type
Flow-MGD	50050	Report	Report	---	---	1/week	Estimate
Total Copper	01042	---	---	1.0	1.0	1/week	Grab
Total Iron	01045	---	---	1.0	1.0	1/week	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Internal Outfall 103, at the point of discharge from the mobile cleaning process unit(s) prior to combining with the waters of Final Outfall 003.

FOOTNOTE(S):

(*1) When discharging.

PART I

Page 7 of 9

Permit No. LA0003191

AI No. 687

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS (Outfall 004)

During the period beginning the effective date and lasting through the expiration date the permittee is authorized to discharge from:

Outfall 004, the intermittent discharge of commingled industrial and non-industrial stormwater runoff from portions of the Little Gypsy Plant electrical switchyard.

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>		<u>Discharge Limitations</u>				<u>Monitoring Requirements</u>	
		Other Units					
		(lbs/day, UNLESS STATED)		(mg/L, UNLESS STATED)			
	STORET Code	Monthly Average	Daily Maximum	Monthly Average	Daily Maximum	Measurement Frequency (*1)	Sample Type
Flow-MGD	50050	---	Report	---	---	1/quarter	Estimate
Oil & Grease	03582	---	---	---	15	1/quarter	Grab
TOC	00680	---	---	---	50	1/quarter	Grab
pH	00400	---	---	6.0 (*2)	9.0 (*2)	1/quarter	Grab
(Standard Units)				(Min)	(Max)		

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Outfall 004, at the point of discharge from the east ditch prior to entering the parish drainage system.

FOOTNOTE(S):

(*1) When discharging.

(*2) The permittee shall report on the Discharge Monitoring Reports both the minimum and maximum instantaneous pH values measured.

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS (Outfall 005)

During the period beginning the effective date and lasting through the expiration date the permittee is authorized to discharge from:

Outfall 005, the intermittent discharge of commingled industrial and non-industrial stormwater from the West Ditch.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	STORET Code	Discharge Limitations				Monitoring Requirements	
		Monthly Average	Daily Maximum	Monthly Average	Daily Maximum	Measurement Frequency(*1)	Sample Type
				Other Units (lbs/day, UNLESS STATED) (mg/L, UNLESS STATED)			
Flow-MGD	50050	---	Report	---	---	1/quarter	Estimate
Oil & Grease	03582	---	---	---	15	1/quarter	Grab
TOC	00680	---	---	---	50	1/quarter	Grab
pH	00400	---	---	6.0 (*2) (Min)	9.0 (*2) (Max)	1/quarter	Grab
(Standard Units)							

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Outfall 005, at the point of discharge from the west ditch prior to entering the parish drainage system.

FOOTNOTE(S):

(*1) When discharging.

(*2) The permittee shall report on the Discharge Monitoring Reports both the minimum and maximum instantaneous pH values measured.

PART I

Page 9 of 9

Permit No. LA0003191

AI No. 687

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS (Outfall 006)

During the period beginning the effective date and lasting through the expiration date the permittee is authorized to discharge from:

Outfall 006, the intermittent discharge of stormwater runoff from portions of an infrequently used fuel oil unloading facility.

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>		<u>Discharge Limitations</u>				<u>Monitoring Requirements</u>	
		Other Units				Measurement Frequency(*1)	Sample Type
		(lbs/day, UNLESS STATED)	(mg/L, UNLESS STATED)				
	STORET Code	Monthly Average	Daily Maximum	Monthly Average	Daily Maximum		
Flow-MGD	50050	---	Report	---	---	1/quarter	Estimate
Oil & Grease	03582	---	---	---	15	1/quarter	Grab
TOC	00680	---	---	---	50	1/quarter	Grab
pH	00400	---	---	6.0 (*2)	9.0 (*2)	1/quarter	Grab
(Standard Units)				(Min)	(Max)		

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Outfall 006, at the point of discharge from the drainage valve of the fuel unloading facility prior to entering the Mississippi River.

FOOTNOTE(S):

(*1) When discharging.

(*2) The permittee shall report on the Discharge Monitoring Reports both the minimum and maximum instantaneous pH values measured.

PART II

OTHER REQUIREMENTS

In addition to the standard conditions required in all permits and listed in Part III, the Office has established the following additional requirements in accordance with the Louisiana Water Quality Regulations.

- A. The Department of Environmental Quality reserves the right to impose more stringent discharge limitations or additional restrictions, if necessary, to maintain the water quality integrity and the designated uses of the receiving water bodies.
- B. This permit does not in any way authorize the permittee to discharge a pollutant not listed or quantified in the application or limited or monitored for in the permit.
- C. Authorization to discharge pursuant to the conditions of this permit does not relieve the permittee of any liability for damages to state waters or private property. For discharges to private land, this permit does not relieve the permittee from obtaining proper approval from the landowner for appropriate easements and rights of way.
- D. For definitions of monitoring and sampling terminology see Part III, Section F.
- E. 24-HOUR ORAL REPORTING: DAILY MAXIMUM LIMITATION VIOLATIONS

Under the provisions of Part III.D.6.b.(3) of this permit, violations of daily maximum limitations for the following pollutants shall be reported orally to the Office of Environmental Compliance within 24 hours from the time the permittee became aware of the violation followed by a written report in five days.

Pollutant(s):

Total Copper

- F. 40 CFR PART 136 (See LAC 33:IX.2531) ANALYTICAL REQUIREMENTS

Unless otherwise specified in this permit, monitoring shall be conducted according to analytical, apparatus and materials, sample collection, preservation, handling, etc., procedures listed at 40 CFR Part 136, and in particular, Appendices A, B, and C (See LAC 33:IX.2531).

- G. FLOW MEASUREMENT "ESTIMATE" SAMPLE TYPE

If the flow measurement sample type in Part I is specified as "estimate", flow measurements shall not be subject to the accuracy provisions established at Part III.C.6 of this permit. The daily flow value may be estimated using best engineering judgement.

OTHER REQUIREMENTS (continued)

H. MINIMUM QUANTIFICATION LEVEL (MQL)

If any individual analytical test result is less than the minimum quantification level listed below, a value of zero (0) may be used for that individual result for the Discharge Monitoring Report (DMR) calculations and reporting requirements.

<u>NONCONVENTIONAL</u>	<u>MQL (µg/L)</u>
Phenolics, Total Recoverable (4AAP)	5
Chlorine (Total Residual)	100
3-Chlorophenol	10
4-Chlorophenol	10
2,3-Dichlorophenol	10
2,5-Dichlorophenol	10
2,6-Dichlorophenol	10
3,4-Dichlorophenol	10
2,4-D	10
2,4,5-TP (Silvex)	4

<u>METALS AND CYANIDE</u>	<u>MQL (µg/L)</u>
Antimony (Total)	60
Arsenic (Total)	10
Beryllium (Total)	5
Cadmium (Total)	1
Chromium (Total)	10
Chromium (3+)	10
Chromium (6+)	10
Copper (Total)	10
Lead (Total)	5
Mercury (Total)	0.2
Molybdenum (Total)	30
Nickel (Total) Freshwater	40
Nickel (Total) Marine	5
Selenium (Total)	5
Silver (Total)	2
Thallium (Total)	10
Zinc (Total)	20
Cyanide (Total)	20

<u>DIOXIN</u>	<u>MQL (µg/L)</u>
2,3,7,8-TCDD	0.00001

<u>VOLATILE COMPOUNDS</u>	<u>MQL (µg/L)</u>
Acrolein	50
Acrylonitrile	50
Benzene	10
Bromoform	10
Carbon Tetrachloride	10
Chlorobenzene	10
Chlorodibromomethane	10
Chloroethane	50
2-Chloroethylvinylether	10
Chloroform	10

OTHER REQUIREMENTS (continued)

Dichlorobromomethane	10
1,1-Dichloroethane	10
1,2-Dichloroethane	10
1,1-Dichloroethylene	10
1,2-Dichloropropane	10
1,3-Dichloropropylene	10
Ethylbenzene	10
Methyl Bromide [Bromomethane]	50
Methyl Chloride [Chloromethane]	50
Methylene Chloride	20
1,1,2,2-Tetrachloroethane	10
Tetrachloroethylene	10
Toluene	10
1,2-trans-Dichloroethylene	10
1,1,1-Trichloroethane	10
1,1,2-Trichloroethane	10
Trichloroethylene	10
Vinyl Chloride	10

ACID COMPOUNDSMOL (µg/L)

2-Chlorophenol	10
2,4-Dichlorophenol	10
2,4-Dimethylphenol	10
4,6-Dinitro-o-Cresol [2-Methyl-4,6-Dinitrophenol]	50
2,4-Dinitrophenol	50
2-Nitrophenol	20
4-Nitrophenol	50
p-Chloro-m-Cresol [4-Chloro-3-Methylphenol]	10
Pentachlorophenol	50
Phenol	10
2,4,6-Trichlorophenol	10

BASE/NEUTRAL COMPOUNDSMOL (µg/L)

Acenaphthene	10
Acenaphthylene	10
Anthracene	10
Benzidine	50
Benzo(a)anthracene	10
Benzo(a)pyrene	10
3,4-Benzofluoranthene	10
Benzo(ghi)perylene	20
Benzo(k)fluoranthene	10
Bis(2-chloroethoxy) Methane	10
Bis(2-chloroethyl) Ether	10
Bis(2-chloroisopropyl) Ether	10
Bis(2-ethylhexyl) Phthalate	10
4-Bromophenyl Phenyl Ether	10
Butylbenzyl Phthalate	10
2-Chloronaphthalene	10
4-Chlorophenyl Phenyl Ether	10
Chrysene	10
Dibenzo(a,h)anthracene	20
1,2-Dichlorobenzene	10

OTHER REQUIREMENTS (continued)

1,3-Dichlorobenzene	10
1,4-Dichlorobenzene	10
3,3'-Dichlorobenzidine	50
Diethyl Phthalate	10
Dimethyl Phthalate	10
Di-n-Butyl Phthalate	10
2,4-Dinitrotoluene	10
2,6-Dinitrotoluene	10
Di-n-octyl Phthalate	10
1,2-Diphenylhydrazine	20
Fluoranthene	10
Fluorene	10
Hexachlorobenzene	10
Hexachlorobutadiene	10
Hexachlorocyclopentadiene	10
Hexachloroethane	20
Indeno(1,2,3-cd)pyrene [2,3-o-Phenylene Pyrene]	20
Isophorone	10
Naphthalene	10
Nitrobenzene	10
n-Nitrosodimethylamine	50
n-Nitrosodi-n-Propylamine	20
n-Nitrosodiphenylamine	20
Phenanthrene	10
Pyrene	10
1,2,4-Trichlorobenzene	10

PESTICIDESMOQ (ug/L)

Aldrin	0.05
Alpha-BHC	0.05
Beta-BHC	0.05
Gamma-BHC [Lindane]	0.05
Delta-BHC	0.05
Chlordane	0.2
4,4'-DDT	0.1
4,4'-DDE [p,p-DDX]	0.1
4,4'-DDD [p,p-TDE]	0.1
Dieldrin	0.1
Alpha-Endosulfan	0.1
Beta-Endosulfan	0.1
Endosulfan Sulfate	0.1
Endrin	0.1
Endrin Aldehyde	0.1
Heptachlor	0.05
Heptachlor Epoxide [BHC-Hexachlorocyclohexane]	0.05
PCB-1242	1.0
PCB-1254	1.0
PCB-1221	1.0
PCB-1232	1.0
PCB-1248	1.0
PCB-1260	1.0
PCB-1016	1.0
Toxaphene	5.0

OTHER REQUIREMENTS (continued)

The permittee may develop an effluent specific method detection limit (MDL) in accordance with Appendix B to 40 CFR Part 136 (See LAC 33:IX.2531). For any pollutant for which the permittee determines an effluent specific MDL, the permittee shall send to this Office a report containing QA/QC documentation, analytical results, and calculations necessary to demonstrate that the effluent specific MDL was correctly calculated. An effluent specific minimum quantification level (MQL) shall be determined in accordance with the following calculation:

$$\text{MQL} = 3.3 \times \text{MDL}$$

Upon written approval by this Office, the effluent specific MQL may be utilized by the permittee for all future Discharge Monitoring Report (DMR) calculations and reporting requirements.

I. Prohibition of PCB Discharges

There shall be no discharge of polychlorinated biphenyls (PCB's). The minimum quantification level for PCB's is 1.0 µg/l. If any individual analytical test result for PCB's is less than the minimum quantification level, then a value of zero (0) shall be used for the Discharge Monitoring Report (DMR) calculations and reporting requirements.

J. LOW VOLUME WASTE SOURCES

The term "low volume waste sources" means, taken collectively as if from one source, wastewater from all sources except those for which specific limitations are otherwise established. Low volume waste sources include, but are not limited to: wastewaters from wet scrubber air pollution control systems, ion exchange water treatment systems, water treatment evaporator blowdown, laboratory and sampling streams, boiler blowdown, floor drains, cooling tower basin cleaning wastes, and recirculating house service water systems. Sanitary and air conditioning wastewaters are not included.

K. TOTAL RESIDUAL CHLORINE

The term "total residual chlorine" (or total residual oxidants for intake water with bromides) means the value obtained using the amperometric method for total residual chlorine described in 40 CFR Part 136.

Total residual chlorine may not be discharged from any single generating unit for more than two hours per day.

Simultaneous multi-unit chlorination is permitted.

L. TEMPERATURE

Daily temperature discharge is defined as the flow-weighted average temperature (FWAT) and, on a daily basis, shall be monitored and recorded in accordance with Part I of this permit. FWAT shall be calculated at equal time intervals not greater than two hours. The method of calculating FWAT is as follows:

OTHER REQUIREMENTS (continued)

$$FWAT = \frac{\text{SUMMATION (INSTANTANEOUS FLOW X INSTANTANEOUS TEMPERATURE)}}{\text{SUMMATION (INSTANTANEOUS FLOW)}}$$

"Daily average temperature" (also known as average monthly or maximum 30 day value) shall be the arithmetic average of all FWATs calculated during the calendar month.

"Daily maximum temperature" (also known as the maximum daily value) shall be the highest FWAT calculated during the calendar month.

M. WATER TREATMENT CLARIFIER SLUDGE WASTES

Water treatment clarifier sludge wastes may be returned to the stream without treatment if not previously combined with any other untreated waste source, including demineralizer and softener wastes.

N. ZEBRA MUSSEL TREATMENT:

The terms and conditions of the zebra mussel treatment program submitted by Entergy Louisiana, Inc., Little Gypsy Generating Plant, and approved by this Office on June 7, 1996 shall be enforceable as if part of this permit.

According to section 3.d., "Samples and Composites", of the biomonitoring requirements paragraph of this permit, the permittee must collect composite samples that are "representative of any periodic episodes of chlorination, biocide usage, or other potentially toxic substance discharged on an intermittent basis". Anytime the treatment method involves an increase in the concentration of a treatment chemical, a change in type of treatment chemical used, or if any event occurs that creates the potential for an effluent with a higher toxic nature, additional biomonitoring according to the terms and conditions of the biomonitoring section of Part II of this permit shall be required.

The permittee must notify this Office if changes occur in the zebra mussel control plan and obtain approval prior to initiating the new treatment. If chlorine is applied to control zebra mussels, the permittee must comply with a daily maximum Total Residual Chlorine (TRC) concentration limit of 0.2 mg/L. Monitoring shall be performed at a frequency of 1/day, by grab sample, during periods of chlorine application.

O. STORMWATER DISCHARGES

1. This section applies to all stormwater discharges from the facility, either through permitted outfalls or through outfalls which are not listed in the permit or as sheet flow.
2. Any runoff leaving the developed areas of the facility, other than the permitted outfall(s), exceeding 50 mg/L TOC, 15 mg/L Oil and Grease, or having a pH less than 6.0 or greater than 9.0 standard units shall

OTHER REQUIREMENTS (continued)

be a violation of this permit. Any discharge in excess of these limitations, which is attributable to offsite contamination shall not be considered a violation of this permit. A visual inspection of the facility shall be conducted and a report made annually as described in Paragraph 4 below.

3. The permittee shall prepare, implement, and maintain a Storm Water Pollution Prevention Plan (SWP3) within six (6) months of the effective date of the final permit. The terms and conditions of the SWP3 shall be an enforceable Part of the permit. EPA document 833-R-92-002 (Storm Water Management for Industrial Activities) may be used as a guidance and may be obtained by writing to the U.S. Environmental Protection Agency, Office of Water Resources (RC-4100), 401 M Street, S.W., Washington D.C. 20460 or by calling (202) 260-7786.
4. The following conditions are applicable to all facilities and shall be included in the SWP3 for the facility.
 - a. The permittee shall conduct an annual inspection of the facility site to identify areas contributing to the storm water discharge from developed areas of the facility and evaluate whether measures to reduce pollutant loadings identified in the SWP3 are adequate and have been properly implemented in accordance with the terms of the permit or whether additional control measures are needed.
 - b. The permittee shall develop a site map which includes all areas where stormwater may contact potential pollutants or substances which can cause pollution. Any location where reportable quantities leaks or spills have previously occurred are to be documented in the SWP3. The SWP3 shall contain a description of the potential pollutant sources, including, the type and quantity of material present and what action has been taken to assure stormwater precipitation will not directly contact the substances and result in contaminated runoff.
 - c. Where experience indicates a reasonable potential for equipment failure (e.g. a tank overflow or leakage), natural condition of (e.g. precipitation), or other circumstances which result in significant amounts of pollutants reaching surface waters, the SWP3 should include a prediction of the direction, rate of flow and total quantity of pollutants which could be discharged from the facility as a result of each condition or circumstance.
 - d. The permittee shall maintain for a period of three years a record summarizing the results of the inspection and a certification that the facility is in compliance with the SWP3 and the permit, and identifying any incidents of noncompliance. The summary report should contain, at a minimum, the date and time of inspection, name of inspector(s), conditions found, and changes to be made to the SWP3.

OTHER REQUIREMENTS (continued)

- e. The summary report and the following certification shall be signed in accordance with LAC 33:IX.2333. The summary report is to be attached to the SWP3 and provided to the Department upon request.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signatory requirements for the certification may be found in Part III, Section D.10 of this permit.

- f. The permittee shall make available to the Department, upon request, a copy of the SWP3 and any supporting documentation.
5. The following shall be included in the SWP3, if applicable.
- a. The permittee shall utilize all reasonable methods to minimize any adverse impact on the drainage system including but not limited to:
 - i. maintaining adequate roads and driveway surfaces;
 - ii. removing debris and accumulated solids from the drainage system; and
 - iii. cleaning up immediately any spill by sweeping, absorbent pads, or other appropriate methods.
 - b. All spilled product and other spilled wastes shall be immediately cleaned up and disposed of according to all applicable regulations, Spill Prevention and Control (SPC) plans or Spill Prevention Control and Countermeasures (SPCC) plans. Use of detergents, emulsifiers, or dispersants to clean up spilled product is prohibited except where necessary to comply with State or Federal safety regulations (i.e., requirement for non-slippery work surface). In all such cases, initial cleanup shall be done by physical removal and chemical usage shall be minimized.
 - c. All equipment, parts, dumpsters, trash bins, petroleum products, chemical solvents, detergents, or other materials exposed to stormwater shall be maintained in a manner which prevents contamination of stormwater by pollutants.
 - d. All waste fuel, lubricants, coolants, solvents, or other fluids used in the repair or maintenance of vehicles or equipment shall be recycled or contained for proper disposal. Spills of these materials are to be cleaned up by dry means whenever possible.

OTHER REQUIREMENTS (continued)

- e. All storage tank installations (with a capacity greater than 660 gallons for an individual container, or 1,320 gallons for two or more containers in aggregate within a common storage area) shall be constructed so that a secondary means of containment is provided for the entire contents of the largest tank plus sufficient freeboard to allow for precipitation. Diked areas should be sufficiently impervious to contain spills.
 - f. All diked areas surrounding storage tanks or stormwater collection basins shall be free of residual oil or other contaminants so as to prevent the accidental discharge of these materials in the event of flooding, dike failure, or improper draining of the diked area. All drains from diked areas shall be equipped with valves which shall be kept in the closed condition except during periods of supervised discharge.
 - g. All check valves, tanks, drains, or other potential sources of pollutant releases shall be inspected and maintained on a regular basis to assure their proper operation and to prevent the discharge of pollutants.
 - h. The permittee shall assure compliance with all applicable regulations promulgated under the Louisiana Solid Waste and Resource Recovery Law and the Hazardous Waste Management Law (L.R.S. 30:2151, etc.). Management practices required under above regulations shall be referenced in the SWP3.
 - i. The permittee shall amend the SWP3 whenever there is a change in the facility or change in the operation of the facility which materially increases the potential for the ancillary activities to result in a discharge of significant amounts of pollutants.
 - j. If the SWP3 proves to be ineffective in achieving the general objectives of preventing the release of significant amounts of pollutants to water of the state, then the specific objectives and requirements of the SWP3 shall be subject to modification to incorporate revised SWP3 requirements.
6. Facility Specific SWP3 Conditions:

None

- P. The permittee shall achieve compliance with the effluent limitations and monitoring requirements specified for discharges in accordance with the following schedule:

Effective date of the permit

Q. DISCHARGE MONITORING REPORTS

Monitoring results must be reported on a Discharge Monitoring Report (DMR) form (EPA No. 3320-1 or an approved substitute). All monitoring reports must be retained for a period of at least three (3) years from the date of

OTHER REQUIREMENTS (continued)

the sample measurement. The permittee shall make available to this Department, upon request, copies of all monitoring data required by this permit.

If there is a no discharge event at any of the monitored outfall(s) during the reporting period, place an "X" in the NO DISCHARGE box located in the upper right corner of the Discharge Monitoring Report.

Reporting periods shall end on the last day of the month. Monitoring results for each month shall be summarized on a Discharge Monitoring Report (DMR) Form and submitted to this Department per schedule below, postmarked no later than the 15th day of the month following each reporting period.

Permittees shall be required to submit DMR's according to the following schedule or as per established practice:

For parameter(s) with monitoring frequency(ies) of 1/month or more frequent:

Submit DMR by the 15th day of the following month.

For parameter(s) with monitoring frequency(ies) of 1/quarter:

<u>Monitoring Period</u>	<u>DMR Due Date</u>
January 1 - March 30	April 15th
April 1 - June 30	July 15th
July 1 - September 30	October 15th
October 1 - December 30	January 15th

For parameter(s) with monitoring frequency(ies) of semi-annual:

<u>Monitoring Period</u>	<u>DMR Due Date</u>
January 1 - June 30	July 15th
July 1 - December 31	January 15th

For parameter(s) with monitoring frequency(ies) of 1/year:

<u>Monitoring Period</u>	<u>DMR Due Date</u>
January 1 - December 31	January 15th

Duplicate copies of DMR's (one set of originals and one set of copies) signed and certified as required by LAC 33:IX.2333.B, and all other reports (one set of originals) required by this permit shall be submitted to the Permit Compliance Unit, and the appropriate DEQ regional office (one set of copies) at the following addresses:

OTHER REQUIREMENTS (continued)

Department of Environmental Quality
Office of Environmental Compliance
Permit Compliance Unit
Post Office Box 82215
Baton Rouge, Louisiana 70884-2215

Southeast Regional Office
Office of Environmental Compliance
Surveillance Division
201 Evans Road
Bldg. 4, Suite 420
New Orleans, Louisiana 70123-5320

R. 48 HR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

1. SCOPE AND METHODOLOGY

- a. The permittee shall test the effluent for toxicity in accordance with the provisions in this section.

APPLICABLE TO OUTFALL(S):	001
REPORTED ON DMR AS FINAL OUTFALL:	TX1Y
CRITICAL DILUTION:	2.97%
EFFLUENT DILUTION SERIES:	3.96%, 2.97%, 2.23%, 1.67%, and 1.25%
COMPOSITE SAMPLE TYPE:	Defined at PART I
TEST SPECIES/METHODS:	40 CFR Part 136 (See LAC 33:IX.2531)

Daphnia pulex acute static renewal 48-hour definitive toxicity test using EPA/600/4-90/027F, or the latest update thereof. A minimum of five (5) replicates with eight (8) organisms per replicate must be used in the control and in each effluent dilution of this test.

Pimephales promelas (Fathead minnow) acute static renewal 48-hour definitive toxicity test using EPA/600/4-90/027F, or the latest update thereof. A minimum of five (5) replicates with eight (8) organisms per replicate must be used in the control and in each effluent dilution of this test.

- b. The NOEC (No Observed Effect Concentration) is defined as the greatest effluent dilution at and below which lethality that is statistically different from the control (0% effluent) at the 95% confidence level does not occur.

OTHER REQUIREMENTS (continued)

- c. This permit may be reopened to require whole effluent toxicity limits, chemical specific effluent limits, additional testing, and/or other appropriate actions to address toxicity.
- d. Test failure is defined as a demonstration of statistically significant sub-lethal or lethal effects to a test species at or below the effluent critical dilution.

2. PERSISTENT LETHALITY

The requirements of this subsection apply only when a toxicity test demonstrates significant lethal effects at or below the critical dilution. Significant lethal effects are herein defined as a statistically significant difference at the 95% confidence level between the survival of the appropriate test organism in a specified effluent dilution and the control (0% effluent).

a. Part I Testing Frequency Other Than Monthly

- i. The permittee shall conduct a total of two (2) additional tests for any species that demonstrates significant lethal effects at the critical dilution. The two additional tests shall be conducted monthly during the next two consecutive months. The permittee shall not substitute either of the two additional tests in lieu of routine toxicity testing, unless the specified testing frequency for the species demonstrating significant lethal effects is monthly. The full report shall be prepared for each test required by this section in accordance with procedures outlined in item 4 of this section and submitted with the period discharge monitoring report (DMR) to the permitting authority for review.
- ii. If one or both of the two additional tests demonstrates significant lethal effects at or below the critical dilution, the permittee shall initiate Toxicity Reduction Evaluation (TRE) requirements as specified in item 5 of this section. The permittee shall notify this Office in writing within 5 days of the failure in any retest, and the TRE initiation date will be the test completion date of the first failed retest. A TRE may also be required due to a demonstration of intermittent lethal effects at or below the critical dilution, or for failure to perform the required retests.
- iii. If one or both of the two additional tests demonstrates significant lethal effects at or below the critical dilution, the frequency of testing for this species shall be once per quarter for the life of the permit.

OTHER REQUIREMENTS (continued)

- iv. The provisions of item 2.a are suspended upon submittal of the TRE Action Plan.

b. Part I Testing Frequency of Monthly

The permittee shall initiate the Toxicity Reduction Evaluation (TRE) requirements as specified in item 5 of this section when any two of three consecutive monthly toxicity tests exhibit significant lethal effects at the critical dilution. A TRE may be also required due to demonstration of intermittent lethal effects at or below the critical dilution, or for failure to perform the required retests.

3. REQUIRED TOXICITY TESTING CONDITIONS

a. Test Acceptance

The permittee shall repeat a test, including the control and all effluent dilutions, if the procedures and quality assurance requirements defined in the test methods or in this permit are not satisfied, including the following additional criteria:

- i. Each toxicity test control (0% effluent) must have a survival equal to or greater than 90%.
- ii. The percent coefficient of variation between replicates shall be 40% or less in the control (0% effluent) for: Daphnia pulex survival test; and Fathead minnow survival test.
- iii. The percent coefficient of variation between replicates shall be 40% or less in the critical dilution, unless significant lethal effects are exhibited for: Daphnia pulex survival test; and Fathead minnow survival test.

Test failure may not be construed or reported as invalid due to a coefficient of variation value of greater than 40%. A repeat test shall be conducted within the required reporting period of any test determined to be invalid.

b. Statistical Interpretation

For the Daphnia pulex survival test and the Fathead minnow survival test, the statistical analyses used to determine if there is a statistically significant difference between the control and the critical dilution shall be in accordance with the methods for determining the No Observed Effect Concentration (NOEC) as described in EPA/600/4-90/027F, or the most recent update thereof.

OTHER REQUIREMENTS (continued)

If the conditions of Test Acceptability are met in Item 3.a above and the percent survival of the test organism is equal to or greater than 90% in the critical dilution concentration and all lower dilution concentrations, the test shall be considered to be a passing test regardless of the NOEC, and the permittee shall report a NOEC of not less than the critical dilution for the DMR reporting requirements found in Item 4 below.

c. Dilution Water

- i. Dilution water used in the toxicity tests will be receiving water collected as close to the point of discharge as possible but unaffected by the discharge. The permittee shall substitute synthetic dilution water of similar pH, hardness and alkalinity to the closest downstream perennial water for;
 - (A) toxicity tests conducted on effluent discharges to receiving water classified as intermittent streams; and
 - (B) toxicity tests conducted on effluent discharges where no receiving water is available due to zero flow conditions.
- ii. If the receiving water is unsatisfactory as a result of instream toxicity (fails to fulfill the test acceptance criteria of item 3.a), the permittee may substitute synthetic dilution water for the receiving water in all subsequent tests provided the unacceptable receiving water test met the following stipulations:
 - (A) a synthetic dilution water control which fulfills the test acceptance requirements of item 3.a was run concurrently with the receiving water control;
 - (B) the test indicating receiving water toxicity has been carried out to completion (i.e., 48 hours);
 - (C) the permittee includes all test results indicating receiving water toxicity with the full report and information required by item 4 below; and
 - (D) the synthetic dilution water shall have a pH, hardness and alkalinity similar to that of the receiving water or closest downstream perennial water not adversely affected by the discharge, provided the magnitude of these parameters will not cause toxicity in the synthetic dilution water.

OTHER REQUIREMENTS (continued)

d. Samples and Composites

- i. The permittee shall collect two flow-weighted composite samples from the outfall(s) listed at item 1.a above.
- ii. The permittee shall collect a second composite sample for use during the 24-hour renewal of each dilution concentration for both tests. The permittee must collect the composite samples so that the maximum holding time for any effluent sample shall not exceed 36 hours. The permittee must have initiated the toxicity test within 36 hours after the collection of the last portion of the first composite sample. Samples shall be chilled to 4 degrees Centigrade during collection, shipping and/or storage.
- iii. The permittee must collect the composite samples such that the effluent samples are representative of any periodic episode of chlorination, biocide usage or other potentially toxic substance discharged on an intermittent basis.
- iv. If the flow from the outfall(s) being tested ceases during the collection of effluent samples, the requirements for the minimum number of effluent samples, the minimum number of effluent portions and the sample holding time are waived during that sampling period. However, the permittee must collect an effluent composite sample volume during the period of discharge that is sufficient to complete the required toxicity tests with daily renewal of effluent. When possible, the effluent samples used for the toxicity tests shall be collected on separate days. The effluent composite sample collection duration and the static renewal protocol associated with the abbreviated sample collection must be documented in the full report required in item 4. of this section.
- v. MULTIPLE OUTFALLS: If the provisions of this section are applicable to multiple outfalls, the permittee shall combine the composite effluent samples in proportion to the average flow from the outfalls listed in item 1.a above for the day the sample was collected. The permittee shall perform the toxicity test on the flow-weighted composite of the outfall samples.

4. REPORTING

- a. The permittee shall prepare a full report of the results of all tests conducted pursuant to this Part in accordance with the Report Preparation Section of EPA/600/4-90/027F, for every valid or invalid toxicity test initiated, whether carried to completion or not. The permittee shall retain each full report pursuant to the provisions of Part III.C.3 of this permit. For any test which fails, is considered invalid or which is terminated early for any

OTHER REQUIREMENTS (continued)

reason, the full report must be submitted for agency review. The permittee shall submit the first full report to:

Department of Environmental Quality
Office of Environmental Compliance
Enforcement Division
P.O. Box 82215
Baton Rouge, Louisiana 70884-2215
Attn: Permit Compliance Unit

- b. A valid test for each species must be reported on the DMR during each reporting period specified in Part I of this permit unless the permittee is performing a TRE which may increase the frequency of testing and reporting. Only ONE set of biomonitoring data for each species is to be recorded on the DMR for each reporting period. The data submitted should reflect the LOWEST Survival results for each species during the reporting period. All invalid tests, repeat tests (for invalid tests), and retests (for tests previously failed) performed during the reporting period must be attached to the DMR for this Office to review.
- c. The permittee shall report the following results of each valid toxicity test on the subsequent monthly DMR for that reporting period in accordance with Part III.D.4 of this permit. Submit retest information clearly marked as such with the following month's DMR. Only results of valid tests are to be reported on the DMR. The permittee shall submit the Table I summary sheet with each valid test.
 - i. Pimephales promelas (Fathead minnow)
 - (A) If the No Observed Effect Concentration (NOEC) for survival is less than the critical dilution, enter a "1"; otherwise, enter a "0" for Parameter No. TEM6C.
 - (B) Report the NOEC value for survival, Parameter No. TOM6C.
 - (C) Report the highest (critical dilution or control) Coefficient of Variation, Parameter No. TQM6C.
 - ii. Daphnia pulex
 - (A) If the NOEC for survival is less than the critical dilution, enter a "1"; otherwise, enter a "0" for Parameter No. TEM3D.
 - (B) Report the NOEC value for survival, Parameter No. TOM3D.
 - (C) Report the highest (critical dilution or control) Coefficient of Variation, Parameter No. TQM3D.

OTHER REQUIREMENTS (continued)

iii. The permittee shall report the following results for all VALID toxicity retests on the DMR for that reporting period.

- A. Retest #1 (STORET 22415): If the first monthly retest following failure of a routine test for either test species results in an NOEC for survival less than the critical dilution, report a "1"; otherwise, report a "0".
- B. Retest #2 (STORET 22416): If the second monthly retest following failure of a routine test for either test species results in an NOEC for survival less than the critical dilution, report a "1"; otherwise, report a "0".

The permittee shall submit the toxicity testing information contained in Table 1 of this permit with the DMR subsequent to each and every toxicity test reporting period. The DMR and the summary table should be sent to the address indicated in 4.a. The permittee is not required to send the first complete report nor summary tables to EPA.

Monitoring Frequency Reduction

- i. The permittee may apply for a testing frequency reduction upon the successful completion of the first four consecutive quarters of testing for one or both test species, with no lethal or sub-lethal effects demonstrated at or below the critical dilution. If granted, the monitoring frequency for that test species may be reduced to not less than once per year for the less sensitive species (usually the Fathead minnow) and not less than once per six months for the more sensitive test species (usually the *Daphnia pulex*).
- ii. CERTIFICATION - The permittee must certify in writing that no test failures have occurred and that all tests meet all test acceptability criteria in item 3.a. above. In addition, the permittee must provide a list with each test performed including test initiation date, species, NOEC's for lethal and sub-lethal effects and the maximum coefficient of variation for the controls. Upon review and acceptance of this information the agency will issue a letter of confirmation of the monitoring frequency reduction. A copy of the letter will be forwarded to the agency's Permit Compliance Unit to update the permit reporting requirements.
- iii. SURVIVAL FAILURES - If any test fails the survival endpoint at any time during the life of this permit, two monthly retests are required and the monitoring frequency for the affected test species shall be increased to once per quarter

OTHER REQUIREMENTS (continued)

until the permit is reissued. Monthly retesting is not required if the permittee is performing a TRE.

- iv. This monitoring frequency reduction applies only until the expiration date of this permit, at which time the monitoring frequency for both test species reverts to once per quarter until the permit is reissued.

5. TOXICITY REDUCTION EVALUATION (TRE)

- a. Within ninety (90) days of confirming lethality in the retests, the permittee shall submit a Toxicity Reduction Evaluation (TRE) Action Plan and Schedule for conducting a TRE. The TRE Action Plan shall specify the approach and methodology to be used in performing the TRE. A Toxicity Reduction Evaluation is an investigation intended to determine those actions necessary to achieve compliance with water quality-based effluent limits by reducing an effluent's toxicity to an acceptable level. A TRE is defined as a step-wise process which combines toxicity testing and analyses of the physical and chemical characteristics of a toxic effluent to identify the constituents causing effluent toxicity and/or treatment methods which will reduce the effluent toxicity. The TRE Action Plan shall lead to the successful elimination of effluent toxicity at the critical dilution and include the following:

- i. Specific Activities. The plan shall detail the specific approach the permittee intends to utilize in conducting the TRE. The approach may include toxicity characterizations, identifications and confirmation activities, source evaluation, treatability studies, or alternative approaches. When the permittee conducts Toxicity Characterization Procedures the permittee shall perform multiple characterizations and follow the procedures specified in the document "Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures" (EPA-600/6-91/003) or alternate procedures. When the permittee conducts Toxicity Identification Evaluations and Confirmations, the permittee shall perform multiple identifications and follow the methods specified in the documents "Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations, Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081), as appropriate.

The documents referenced above may be obtained through the National Technical Information Service (NTIS) by phone at (703) 487-4650, or by writing:

OTHER REQUIREMENTS (continued)

U.S. Department of Commerce
National Technical Information Service
5285 Port Royal Road
Springfield, Va. 22161

- ii. Sampling Plan (e.g., locations, methods, holding times, chain of custody, preservation, etc.). The effluent sample volume collected for all tests shall be adequate to perform the toxicity test, toxicity characterization, identification and confirmation procedures, and conduct chemical specific analyses when a probable toxicant has been identified;

Where the permittee has identified or suspects specific pollutant(s) and/or source(s) of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical specific analyses for the identified and/or suspected pollutant(s) and/or source(s) of effluent toxicity. Where lethality was demonstrated within 24 hours of test initiation, each composite sample shall be analyzed independently. Otherwise the permittee may substitute a composite sample, comprised of equal portions of the individual composite samples, for the chemical specific analysis;

- iii. Quality Assurance Plan (e.g., QA/QC implementation, corrective actions, etc.); and
 - iv. Project Organization (e.g., project staff, project manager, consulting services, etc.).
- b. The permittee shall initiate the TRE Action Plan within thirty (30) days of plan and schedule submittal. The permittee shall assume all risks for failure to achieve the required toxicity reduction.
 - c. The permittee shall submit a quarterly TRE Activities Report, with the Discharge Monitoring Report in the months of January, April, July and October, containing information on toxicity reduction evaluation activities including:
 - i. any data and/or substantiating documentation which identifies the pollutant(s) and/or source(s) of effluent toxicity;
 - ii. any studies/evaluations and results on the treatability of the facility's effluent toxicity; and
 - iii. any data which identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to meet no significant lethality at the critical dilution.

OTHER REQUIREMENTS (continued)

The TRE Activities Report shall be submitted to the following addresses:

Department of Environmental Quality
Office of Environmental Compliance
Enforcement Division
P.O. Box 82215
Baton Rouge, Louisiana 70884-2215
Attn: Permit Compliance Unit

U.S. Environmental Protection Agency, Region 6
Water Enforcement Branch, 6 EN-WC
1445 Ross Avenue
Dallas, Texas 75202

- d. The permittee shall submit a Final Report on Toxicity Reduction Evaluation Activities no later than twenty-eight (28) months from confirming lethality in the retests, which provides information pertaining to the specific control mechanism selected that will, when implemented, result in reduction of effluent toxicity to no significant lethality at the critical dilution. The report will also provide a specific corrective action schedule for implementing the selected control mechanism.

A copy of the Final Report on Toxicity Reduction Evaluation Activities shall also be submitted to the above addresses.

- e. Quarterly testing during the TRE is a minimum monitoring requirement. LDEQ recommends that permittees required to perform a TRE not rely on quarterly testing alone to ensure success in the TRE, and that additional screening tests be performed to capture toxic samples for identification of toxicants. Failure to identify the specific chemical compound causing toxicity test failure will normally result in a permit limit for whole effluent toxicity limits per federal regulations at 40 CFR 122.44(d)(1)(v) and state regulations at LAC 33:IX.2361.D.1.e.

TABLE 1
SUMMARY SHEET

Daphnia pulex ACUTE SURVIVAL TEST RESULTS

PERMITTEE: Entergy Louisiana, Inc.
 FACILITY SITE: Little Gypsy Generating Plant
 LPDES PERMIT NUMBER: LA0003191
 OUTFALL IDENTIFICATION: 001
 OUTFALL SAMPLE IS FROM _____ SINGLE _____ MULTIPLE DISCHARGES
 BIOMONITORING LABORATORY: _____
 DILUTION WATER USED: _____ RECEIVING WATER _____ LAB WATER
 CRITICAL DILUTION 2.97% DATE TEST INITIATED _____

Are the test results to be considered valid? ____yes ____no
 If X no (test invalid), what are the reasons for invalidity?

Is this a retest of a previous invalid test? ____yes ____no
 Is this a retest of a previous test failure? ____yes ____no

NOEC = _____% effluent
 LC₅₀48 = _____% effluent

DILUTION SERIES RESULTS
percent survival

TIME OF READING	REP	0%	3.96%	2.97%	2.23%	1.67%	1.25%
24-HOUR	A						
	B						
	C						
	D						
	E						
48-HOUR	A						
	B						
	C						
	D						
	E						
MEAN							

Is the mean survival at 48 hours significantly less ($p=0.05$) than the control survival for the low flow or critical dilution?
 _____yes _____no

TABLE 2
SUMMARY SHEET

Pimephales promelas ACUTE SURVIVAL TEST RESULTS

PERMITTEE: Entergy Louisiana, Inc.
 FACILITY SITE: Little Gypsy Generating Plant
 LPDES PERMIT NUMBER: LA0003191
 OUTFALL IDENTIFICATION: 001
 OUTFALL SAMPLE IS FROM _____ SINGLE _____ MULTIPLE DISCHARGES
 BIOMONITORING LABORATORY: _____
 DILUTION WATER USED: _____ RECEIVING WATER _____ LAB WATER
 CRITICAL DILUTION 2.97% DATE TEST INITIATED _____

Are the test results to be considered valid? ____yes ____no
 If X no (test invalid), what are the reasons for invalidity?

Is this a retest of a previous invalid test? ____yes ____no
 Is this a retest of a previous test failure? ____yes ____no

NOEC = _____% effluent
 LC₅₀48 = _____% effluent

DILUTION SERIES RESULTS
percent survival

TIME OF READING	REP	0%	3.96%	2.97%	2.23%	1.67%	1.25%
24-HOUR	A						
	B						
	C						
	D						
	E						
48-HOUR	A						
	B						
	C						
	D						
	E						
MEAN							

Is the mean survival at 48 hours significantly less ($p=0.05$) than the control survival for the low flow or critical dilution?
 _____yes _____no

PART III
STANDARD CONDITIONS FOR LPDES PERMITS

SECTION A. GENERAL CONDITIONS

1. Introduction

In accordance with the provisions of LAC 33:IX.2355, et. seq., this permit incorporates either expressly or by reference ALL conditions and requirements applicable to Louisiana Pollutant Discharge Elimination System Permits (LPDES) set forth in the Louisiana Environmental Quality Act (LEQA), as amended, as well as ALL applicable regulations.

2. Duty to Comply

The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act (CWA) and the Louisiana Environmental Quality Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.

3. Penalties for Violation of Permit Conditions

- a. LA. R. S. 30:2025 provides for civil penalties for violations of these regulations and the Louisiana Environmental Quality Act. LA. R. S. 30:2076.2 provides for criminal penalties for violation of any provisions of the LPDES or any order or any permit condition or limitation issued under or implementing any provisions of the LPDES program. (See Section E. Penalties for Violation of Permit Conditions for additional details).
- b. Any person may be assessed an administrative penalty by the State Administrative Authority under LA. R. S. 30:2025 for violating a permit condition or limitation implementing any of the requirements of the LPDES program in a permit issued under the regulations or the Louisiana Environmental Quality Act.

4. Toxic Pollutants

- a. Other effluent limitations and standards under Sections 301, 302, 303, 307, 318, and 405 of the Clean Water Act. If any applicable toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under Section 307(a) of the Clean Water Act for a toxic pollutant and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, the state administrative authority shall institute proceedings under these regulations to modify or revoke and reissue the permit to conform to the toxic effluent standard or prohibition.
- b. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under Section 405(d) of the Clean Water Act within the time provided in the regulations that establish these standards or prohibitions, or standards for sewage sludge use or disposal even if the permit has not yet been modified to incorporate the requirement.

5. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. The new application shall be submitted at least 180 days before the expiration date of the existing permit, unless permission for a later date has been granted by the state administrative authority. (The state administrative authority shall not grant permission for applications to be submitted later than the expiration date of the existing permit.) Continuation of expiring permits shall be governed by regulations promulgated at LAC 33:IX.2321 and any subsequent amendments.

6. Permit Action

This permit may be modified, revoked and reissued, or terminated for cause in accordance with LAC 33:IX.2383, 2385, 2387, 2407 and 2769. The causes may include, but are not limited to, the following:

- a. Noncompliance by the permittee with any condition of the permit;
- b. The permittee's failure in the application or during the permit issuance process to disclose fully all relevant

facts, or the permittee's misrepresentation of any relevant facts at any time;

- c. A determination that the permitted activity endangers human health or the environment and can only be regulated to acceptable levels by permit modification or termination;
- d. A change in any condition that requires either a temporary or a permanent reduction or elimination of any discharge; or
- e. Failure to pay applicable fees under the provisions of LAC 33: IX. Chapter 13.

The filing of a request for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

7. Property Rights

This permit does not convey any property rights of any sort, or any exclusive privilege.

8. Duty to Provide Information

The permittee shall furnish to the state administrative authority, within a reasonable time, any information which the administrative authority may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the state administrative authority, upon request, copies of records required to be kept by this permit.

9. Criminal and Civil Liability

Except as provided in permit conditions on "Bypassing" and "Upsets", nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Any false or materially misleading representation or concealment of information required to be reported by the provisions of the permit, the Act, or applicable regulations, which avoids or effectively defeats the regulatory purpose of the Permit may subject the Permittee to criminal enforcement pursuant to La. R.S. 30:2025.

10. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Clean Water Act.

11. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority preserved by Section 510 of the Clean Water Act.

12. Severability

If any provision of these rules and regulations, or the application thereof, is held to be invalid, the remaining provisions of these rules and regulations shall not be affected, so long as they can be given effect without the invalid provision. To this end, the provisions of these rules and regulations are declared to be severable.

13. Dilution

A permittee shall not achieve any effluent concentration by dilution unless specifically authorized in the permit. A permittee shall not increase the use of process water or cooling water or otherwise attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve permit limitations or water quality.

SECTION B. PROPER OPERATION AND MAINTENANCE**1. Need to Halt or Reduce not a Defense**

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

2. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

The permittee shall also take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with the permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

3. Proper Operation and Maintenance

a. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

b. The permittee shall provide an adequate operating staff which is duly qualified to carry out operation, maintenance and other functions necessary to ensure compliance with the conditions of this permit.

4. Bypass of Treatment Facilities

a. **Bypass**. the intentional diversion of waste streams from any portion of a treatment facility.

b. **Bypass not exceeding limitations**. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Section B.4.c. and 4.d of these standard conditions.

c. **Notice**

(1) **Anticipated bypass**. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Office of Environmental Services, Permits Division, if possible at least ten days before the date of the bypass.

(2) **Unanticipated bypass**. The permittee shall submit notice of an unanticipated bypass as required in LAC 33:IX.2355.L.6, (24-hour notice) and Section D.6.e. of these standard conditions.

d. **Prohibition of bypass**

(1) Bypass is prohibited, and the state administrative authority may take enforcement action against a permittee for bypass, unless:

(a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of

equipment downtime or preventive maintenance; and,

(c) The permittee submitted notices as required by Section B.4.c of these standard conditions.

(2) The state administrative authority may approve an anticipated bypass after considering its adverse effects, if the state administrative authority determines that it will meet the three conditions listed in Section B.4.d(1) of these standard conditions.

5. Upset Conditions

- a. Upset. an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- b. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of Section B.5.c. are met. No determination made during administrative review of claims that noncompliance was caused by upset; and before an action for noncompliance, is final administrative action subject to judicial review.
- c. Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated; and
 - (3) The permittee submitted notice of the upset as required by LAC 33:IX.2355.L.6.b.ii. and Section D.6.e.(2) of these standard conditions; and
 - (4) The permittee complied with any remedial measures required by Section B.2 of these standard conditions.
- d. Burden of proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

6. Removed Substances

Solids, sewage sludges, filter backwash, or other pollutants removed in the course of treatment or wastewater control shall be disposed of in a manner such as to prevent any pollutant from such materials from entering waters of the state.

7. Percent Removal

For publicly owned treatment works, the 30-day average percent removal for Biochemical Oxygen Demand and Total Suspended Solids shall not be less than 85 percent in accordance with LAC 33:IX.2645.A.3. and B.3.

SECTION C. MONITORING AND RECORDS1. Inspection and Entry

The permittee shall allow the state administrative authority, or an authorized representative (including an authorized contractor acting as a representative of the Administrator), upon the presentation of credentials and other documents as may be required by the law to:

- a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit.

Enter upon the permittee's premises where a discharge source is or might be located or in which monitoring equipment or records required by a permit are kept for inspection or sampling purposes. Most inspections will be unannounced and should be allowed to begin immediately, but in no case shall begin more than thirty (30) minutes after the time the inspector presents his/her credentials and announces the purpose(s) of the inspection. Delay in excess of thirty (30) minutes shall constitute a violation of these regulations. However, additional time can be granted if the inspector or the Administrative Authority determines that the circumstances warrant such action.

- b. Have access to and copy, at reasonable times, any records that the department or its authorized representative determines are necessary for the enforcement of these regulations. For records maintained in either a central or private office that is open only during normal office hours and is closed at the time of inspection, the records shall be made available as soon as the office is open, but in no case later than the close of business the next working day;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and
- d. Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Louisiana Environmental Quality Act, any substances or parameters at any location.

- e. Sample Collection

- (1) When the inspector announces that samples will be collected, the permittee will be given an additional thirty (30) minutes to prepare containers in order to collect duplicates. If the permittee cannot obtain and prepare sample containers within this time, he is considered to have waived his right to collect duplicate samples and the sampling will proceed immediately. Further delay on the part of the permittee in allowing initiation of the sampling will constitute a violation of these regulations.

- (2) At the discretion of the administrative authority, sample collection shall proceed immediately (without the additional 30 minutes described in Section C.1.a. above) and the inspector shall supply the permittee with a duplicate sample.

- f. It shall be the responsibility of the permittee to ensure that a facility representative familiar with provision of its wastewater discharge permit, including any other conditions or limitations, be available either by phone or in person at the facility during all hours of operation. The absence of such personnel on-site who are familiar with the permit shall not be grounds for delaying the initiation of an inspection except in situations as described in Section C.1.b. of these standard conditions. The permittee shall be responsible for providing witnesses/escorts during inspections. Inspectors shall abide by all company safety rules and shall be equipped with standard safety equipment (hard hat, safety shoes, safety glasses) normally required by industrial facilities.

- g. Upon written request copies of field notes, drawings, etc., taken by department personnel during an inspection shall be provided to the permittee after the final inspection report has been completed.

2. Representative Sampling

Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. All samples shall be taken at the outfall location(s) indicated in the permit. The state administrative authority shall be notified prior to any changes in the outfall location(s). Any changes in the outfall location(s) will be subject to modification, revocation and reissuance in accordance with LAC 33:IX.2383.

3. Retention of Records

Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by 40 CFR 503), the permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report, or application. This period may be extended by request of the state administrative authority at any time.

4. Record Contents

Records of monitoring information shall include:

- a. The date, exact place, and time of sampling or measurements;
- b. The individual(s) who performed the sampling or measurements;
- c. The date(s) analyses were performed;
- d. The time(s) analyses were begun;
- e. The individual(s) who performed the analyses;
- f. The analytical techniques or methods used;
- g. The results of such analyses; and
- h. The results of all quality control procedures.

5. Monitoring Procedures

- a. Monitoring results must be conducted according to test procedures approved under 40 CFR Part 136 (See LAC 33:IX.2531) or, in the case of sludge use or disposal, approved under 40 CFR part 136 (See LAC 33:IX.2531) unless otherwise specified in 40 CFR part 503, unless other test procedures have been specified in this permit. This includes procedures contained in the latest EPA approved edition of the following publications:

(1) "Standard Methods for the Examination of Water and Waste Water". This publication is available from the American Public Health Association, Publication Sales, P. O. Box 753, Waldorf, MD 20604-0573, Phone number (301) 893-1894, Fax number (301) 843-0159.

(2) "Annual Book of Standards, Vols 1101-1103, Water I, Water II, and Atmospheric Analysis". This publication is available from the American Society for Testing Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959, Phone number (610) 832-9500.

(3) "Methods for Chemical Analysis of Water and Wastes, Revised, March 1983," U.S. Environmental Protection Agency, Analytical Quality Control Laboratory, Cincinnati, Ohio. This publication is available from the National Technical Information Service (NTIS), Springfield, VA 22161, Phone number (800) 553-6847. Order by NTIS publication number PB-84-128677.

- b. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instruments at intervals frequent enough to insure accuracy of measurements and shall maintain appropriate records of such activities.

- c. An adequate analytical quality control program, including the analyses of sufficient standards, spikes, and duplicate samples to insure the accuracy of all required analytical results shall be maintained by the permittee or designated commercial laboratory. General sampling protocol shall follow guidelines established in the "Handbook for Sampling and Sample Preservation of Water and Wastewater, 1982" U.S. Environmental Protection Agency. This publication is available from the National Technical Information Service (NTIS), Springfield, VA 22161, Phone number (800) 553-6847. Order by NTIS publication number PB-83-124503. General laboratory procedures including glassware cleaning, etc. can be found in the "Handbook for Analytical Quality Control in Water and Wastewater Laboratories, 1979," U.S. Environmental Protection Agency, Environmental Monitoring and Support Laboratory. This publication is available from the Environmental Protection Agency, Phone number (513) 569-7562. Order by EPA publication number EPA-600/4-79-019.

6. Flow Measurements

Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to insure that the accuracy of the measurements are consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than 10% from true discharge rates throughout the range of expected discharge volumes. Guidance in selection, installation, calibration and operation of acceptable flow measurement devices can be obtained from the following references:

- a. "A Guide to Methods and Standards for the Measurement of Water Flow, 1975," U.S. Department of Commerce, National Bureau of Standards. This publication is available from the National Technical Information Service (NTIS), Springfield, VA 22161, phone number (800) 553-6847. Order by NTIS publication number COM-75-10683.
- b. "Flow Measurement in Open Channels and Closed Conduits, Volumes 1 and 2," U.S. Department of Commerce, National Bureau of Standards. This publication is available from the National Technical Service (NTIS), Springfield, VA, 22161, Phone number (800) 553-6847. Order by NTIS publication number PB-273 535.
- c. "NPDES Compliance Flow Measurement Manual," U.S. Environmental Protection Agency, Office of Water Enforcement. This publication is available from the National Technical Information Service (NTIS), Springfield, VA 22161, Phone number (800) 553-6847. Order by NTIS publication number PB-82-131178.

7. Prohibition for Tampering: Penalties

- a. LA R.S. 30:2025 provides for punishment of any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit.
- b. LA R.S. 30:2076.2 provides for penalties for any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non compliance.

8. Additional Monitoring by the Permittee

If the Permittee monitors any pollutant more frequently than required by the permit using test procedures approved under 40 CFR Part 136 (See LAC 33:IX.2531) or, in the case of sludge use and disposal, approved under 40 CFR part 136 (See LAC 33:IX.2531) unless otherwise specified in 40 CFR part 503, or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the state administrative authority.

9. Averaging of Measurements

Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the state administrative authority in the permit.

10. Laboratory Accreditation

- a. LAC 33:I.Subpart 3, Chapters 45-59 provide requirements for an accreditation program specifically applicable to commercial laboratories, wherever located, that provide chemical analyses, analytical results, or other test data to the department, by contract or by agreement, and the data is:
- (1) Submitted on behalf of any facility, as defined in R.S.30:2004;
 - (2) Required as part of any permit application;
 - (3) Required by order of the department;
 - (4) Required to be included on any monitoring reports submitted to the department;
 - (5) Required to be submitted by contract; or
 - (6) Otherwise required by department regulations.
- b. The department laboratory accreditation program is designed to ensure the accuracy, precision, and reliability of the data generated, as well as the use of department-approved methodologies in generation of that data. Laboratory data generated by commercial environmental laboratories that are not accredited under these regulations will not be accepted by the department. Retesting of analysis will be required by an accredited commercial laboratory.

Where retesting of effluent is not possible (i.e. data reported on DMRs for prior month's sampling), the data generated will be considered invalid and in violation of the LPDES permit.

- c. Regulations on the Environmental Laboratory Accreditation Program and a list of labs that have applied for accreditation, are available on the department website located at:

<http://www.deq.state.la.us/laboratory/index.htm>.

Questions concerning the program may be directed to (225) 765-0582.

SECTION D. REPORTING REQUIREMENTS**1. Facility Changes**

The permittee shall give notice to the state administrative authority as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b); or
- b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under LAC 33:IX.2357.A.1.
- c. For Municipal Permits. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to Section 301, or 306 of the CWA if it were directly discharging those pollutants; and any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit. In no case are any new connections, increased flows, or significant changes in influent quality permitted that will cause violation of the effluent limitations specified herein.

2. Anticipated Noncompliance

The permittee shall give advance notice to the state administrative authority of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

3. Transfers

This permit is not transferable to any person except after notice to the state administrative authority. The state administrative authority may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary under the Clean Water Act or the Louisiana Environmental Quality Act. (See LAC 33:IX.2381; in some cases, modification or revocation and reissuance is mandatory.)

- a. Transfers by modification. Except as provided in LAC 33: IX.2381.B, a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued (under LAC 33:IX.2383.B.2), or a minor modification made (under LAC 33:IX.2385) to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act and the Louisiana Environmental Quality Act.
- b. Automatic transfers. As an alternative to transfers under LAC 33:IX.2381.A., any LPDES permit may be automatically transferred to a new permittee if:
 - (1) The current permittee notifies the administrative authority at least 30 days in advance of the proposed transfer date in Section D.3.b.(2) below;
 - (2) The notice includes a written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, coverage, and liability between them; and
 - (3) The state administrative authority does not notify the existing permittee and the proposed new permittee of his or her intent to modify or revoke and reissue the permit. A modification under this subsection may also be a minor modification under LAC 33:IX.2385. If this notice is not received, the transfer is effective on the date specified in the agreement mentioned in Section D.3.b.(2) of these standard conditions.

4. Monitoring Reports

Monitoring results shall be reported at the intervals and in the form specified in Part II.

5. Compliance Schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.

6. Requirements for Notification**a. Emergency Notification**

As required by LAC 33:I.3915, in the event of an unauthorized discharge that does cause an emergency condition, the discharger shall notify the hotline (DPS 24-hour Louisiana Emergency Hazardous Materials Hotline) by telephone at (225) 925-6595 (collect calls accepted 24 hours a day) immediately (a reasonable period of time after taking prompt measures to determine the nature, quantity, and potential off-site impact of a release, considering the exigency of the circumstances), but in no case later than one hour after learning of the discharge. (An emergency condition is any condition which could reasonably be expected to endanger the health and safety of the public, cause significant adverse impact to the land, water, or air environment, or cause severe damage to property.) Notification required by this section will be made regardless of the amount of discharge. Verbal Notification Procedures are listed in Section D.6.c. of these standard conditions.

A written report shall be provided within seven calendar days after the telephone notification. The report shall contain the information listed in Section D.6.d. of these standard conditions and any additional information in LAC 33:I.3925.B.

b. Prompt Notification

As required by LAC 33:I.3917, in the event of an unauthorized discharge which exceeds reportable quantity specified in LAC 33:I.Subchapter E, but does not cause an emergency condition, the discharger shall notify the Office of Environmental Compliance by e-mail utilizing the Incident Report Form and procedures found at www.deq.state.la.us/surveillance or by telephone within 24 hours after learning of the discharge. Otherwise, verbal notification should be made to the Office of Environmental Compliance at (225) 763-3908 during office hours or (225) 342-1234 after hours, weekends, and holidays.

c. Information for Verbal Notifications. The following guidelines will be utilized as appropriate, based on the conditions and circumstances surrounding any unauthorized discharge, to provide relevant information regarding the nature of the discharge:

- (1) name of person making the notification and telephone number where any return calls from response agencies can be placed;
- (2) name and location of facility or site where the unauthorized discharge is imminent or has occurred using common landmarks. In the event of an incident involving transport, include the name and address of transporter and generator;
- (3) date and time the incident began and ended, or estimated time of continuation if discharge is continuing;
- (4) extent of any injuries and identification of any known personnel hazards which response agencies may face;
- (5) common or scientific chemical name, U.S. Department of Transportation hazard classification, and best estimate of amounts of any and all discharged pollutants;
- (6) brief description of the incident sufficient to allow response agencies to formulate level and extent of response activity.

d. Written Notification Procedures. Written reports for any unauthorized discharge that requires verbal notification under Section D.6.a. or 6.b., or that requires written notification under LAC 33:I.3919, will be submitted by the discharger to the department in accordance with this section within seven calendar days after the telephone notification. Written notification reports will include, but are not limited to, the following information:

- (1) name of person, company, or other party who is filing the written report;
- (2) time and date of verbal notification, name of person making the notification, and identification of the site or facility, vessel, transport vehicle, or storage area from which the unauthorized discharge occurred;
- (3) date(s), time(s), and duration of the unauthorized discharge and, if not corrected, the anticipated time it is expected to continue;
- (4) details of the circumstances and events leading to any emergency condition, including incidents of loss of sources of radiation;
- (5) common or scientific chemical name, the CAS number, U.S. Department of Transportation hazard classification, and best estimate of amounts of any and all discharge pollutants, including methodology for calculations and estimates;
- (6) statement of actual or probable fate or disposition of the pollutant or source of radiation;
- (7) remedial actions taken, or to be taken, to stop unauthorized discharges or to recover pollutants or sources of radiation.

Please see LAC 33:I.3925.B for additional written notification procedures.

e. Twenty-four Hour Reporting. The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and; steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The following shall be included as information which must be reported within 24 hours:

- (1) Any unanticipated bypass which exceeds any effluent limitation in the permit (see LAC 33:IX.2355.M.3.b.);
- (2) Any upset which exceeds any effluent limitation in the permit;
- (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the administrative authority in Part II of the permit to be reported within 24 hours (LAC 33:IX.2361.G.).

7. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under Section D.4., 5., and 6., at the time monitoring reports are submitted. The reports shall contain the information listed in Section D.6.e.

8. Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the state administrative authority, it shall promptly submit such facts or information.

9. Discharges of Toxic Substances

In addition to the reporting requirements under Section D.1-8, all existing manufacturing, commercial, mining, and silvicultural dischargers must notify the Office of Environmental Services, Permits Division as soon as they know or have reason to believe:

- a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant:
 - i. listed at Chapter 23, Appendix D, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
 - (1) One hundred micrograms per liter (100 µg/L);
 - (2) Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,4 -dinitro-phenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
 - (3) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with LAC 33:IX.2331.G.7; or
 - (4) The level established by the state administrative authority in accordance with LAC 33:IX.2361.F.; or
 - ii. which exceeds the reportable quantity levels for pollutants at LAC 33:I. Subchapter E.
- b. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant:
 - i. listed at Chapter 23, Appendix D, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest "notification levels":
 - (1) Five hundred micrograms per liter (500 µg/L);
 - (2) One milligram per liter (1 mg/L) for antimony;
 - (3) Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with LAC 33:IX.2331.G.7; or
 - (4) The level established by the state administrative authority in accordance with LAC 33:IX.2361.F.; or
 - ii. which exceeds the reportable quantity levels for pollutants at LAC 33:I. Subchapter E.

10. Signatory Requirements

All applications, reports, or information submitted to the state administrative authority shall be signed and certified.

- a. All permit applications shall be signed as follows:
 - (1) For a corporation - by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:
 - (a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or,
 - (b) The manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

NOTE: DEQ does not require specific assignments or delegations of authority to responsible corporate officers identified in Section D.10.a.(1)(a). The agency will presume that these responsible corporate officers have the requisite authority to sign permit applications unless the corporation has notified the state administrative

authority to the contrary. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions under Section D.10.a.(1)(b), rather than to specific individuals.

(2) For a partnership or sole proprietorship - by a general partner or the proprietor, respectively; or

(3) For a municipality, state, federal, or other public agency - by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a federal agency includes:

(a) The chief executive officer of the agency, or

(b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).

b. All reports required by permits and other information requested by the state administrative authority shall be signed by a person described in Section D.10.a., or by a duly authorized representative of that person. A person is a duly authorized representative only if:

(1) The authorization is made in writing by a person described in Section D.10.a. of these standard conditions;

(2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company, (a duly authorized representative may thus be either a named individual or an individual occupying a named position; and,

(3) The written authorization is submitted to the state administrative authority.

c. Changes to authorization. If an authorization under Section D.10.b. is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Section D.10.b. must be submitted to the state administrative authority prior to or together with any reports, information, or applications to be signed by an authorized representative.

d. Certification. Any person signing a document under Section D.10. a. or b. above, shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

11. Availability of Reports

All recorded information (completed permit application forms, fact sheets, draft permits, or any public document) not classified as confidential information under R.S. 30:2030(A) and 30:2074(D) and designated as such in accordance with these regulations (LAC 33:IX.2323 and LAC 33:IX.2763) shall be made available to the public for inspection and copying during normal working hours in accordance with the Public Records Act, R.S. 44:1 et seq.

Claims of confidentiality for the following will be denied:

a. The name and address of any permit applicant or permittee;

b. Permit applications, permits, and effluent data.

c. Information required by LPDES application forms provided by the state administrative authority under LAC 33:IX.2331 may not be claimed confidential. This includes information submitted on the forms themselves and any attachments used to supply information required by the forms.

SECTION E. PENALTIES FOR VIOLATIONS OF PERMIT CONDITION**1. Criminal****a. Negligent Violations**

The Louisiana Revised Statutes LA. R. S. 30:2076.2 provides that any person who negligently violates any provision of the LPDES, or any order issued by the secretary under the LPDES, or any permit condition or limitation implementing any such provision in a permit issued under the LPDES by the secretary, or any requirement imposed in a pretreatment program approved under the LPDES is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than 1 year, or both. If a conviction of a person is for a violation committed after a first conviction of such person, he shall be subject to a fine of not more than \$50,000 per day of violation, or imprisonment of not more than two years, or both.

b. Knowing Violations

The Louisiana Revised Statutes LA. R. S. 30:2076.2 provides that any person who knowingly violates any provision of the LPDES, or any permit condition or limitation implementing any such provisions in a permit issued under the LPDES, or any requirement imposed in a pretreatment program approved under the LPDES is subject to a fine of not less than \$5,000 nor more than \$50,000 per day of violation, or imprisonment for not more than 3 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person, he shall be subject to a fine of not more than \$100,000 per day of violation, or imprisonment of not more than six years, or both.

c. Knowing Endangerment

The Louisiana Revised Statutes LA. R. S. 30:2076.2 provides that any person who knowingly violates any provision of the LPDES, or any order issued by the secretary under the LPDES, or any permit condition or limitation implementing any such provisions in a permit issued under the LPDES by the secretary, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than \$250,000, or by imprisonment for not more than 15 years, or both. A person which is an organization shall, upon conviction of violating this Paragraph, be subject to a fine of not more than one million dollars. If a conviction of a person is for a violation committed after a first conviction of such person under this Paragraph, the maximum punishment shall be doubled with respect to both fine and imprisonment.

d. False Statements

The Louisiana Revised Statutes LA. R. S. 30:2076.2 provides that any person who knowingly makes any false material statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained under the LPDES or who knowingly falsifies, tampers with, or renders inaccurate, any monitoring device or method required to be maintained under the LPDES, shall, upon conviction, be subject to a fine of not more than \$10,000, or imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this Subsection, he shall be subject to a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or both.

2. Civil Penalties

The Louisiana Revised Statutes LA. R. S. 30:2025 provides that any person found to be in violation of any requirement of this Subtitle may be liable for a civil penalty, to be assessed by the secretary, an assistant secretary, or the court, of not more than the cost to the state of any response action made necessary by such violation which is not voluntarily paid by the violator, and a penalty of not more than \$27,500 for each day of violation. However, when any such violation is done intentionally, willfully, or knowingly, or results in a discharge or disposal which causes irreparable or severe damage to the environment or if the substance discharge is one which endangers human life or health, such person may be liable for an additional penalty of not more than one million dollars.

(PLEASE NOTE: These penalties are listed in their entirety in Subtitle II of Title 30 of the Louisiana Revised Statutes.)

SECTION F. DEFINITIONS

All definitions contained in Section 502 of the Clean Water Act shall apply to this permit and are incorporated herein by reference. Unless otherwise specified in this permit, additional definitions of words or phrases used in this permit are as follows:

1. "Clean Water Act" means the Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or the Federal Water Pollution Control Act Amendments of 1972) Pub.L.92-500, as amended by Pub.L. 95-217, Pub.L. 95-576, Pub.L. 96-483 and Pub.L. 97-117, 33 U.S.C. 1251 et. seq.).
2. "Accreditation" means the formal recognition by the department of a laboratory's competence wherein specific tests or types of tests can be accurately and successfully performed in compliance with all minimum requirements set forth in the regulations regarding laboratory accreditation.
3. "Administrator" means the Administrator of the U.S. Environmental Protection Agency, or an authorized representative.
4. "Applicable effluent standards and limitations" means all state and Federal effluent standards and limitations to which a discharge is subject under the Clean Water Act, including, but not limited to, effluent limitations, standards or performance, toxic effluent standards and prohibitions, and pretreatment standards.
5. "Applicable water quality standards" means all water quality standards to which a discharge is subject under the Clean Water Act.
6. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
7. "Commercial Laboratory" means any laboratory that performs analyses or tests for third parties for a fee or other compensation, except those commercial laboratories accredited by the Department of Health and Hospitals in accordance with R.S.49:1001 et seq.
8. "Daily Discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the sampling day. Daily discharge determination of concentration made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the daily discharge determination of concentration shall be arithmetic average (weighted by flow value) of all samples collected during that sampling day.
9. "Daily Maximum" discharge limitation means the highest allowable "daily discharge" during the calendar month.
10. "Director" means the U.S. Environmental Protection Agency Regional Administrator or an authorized representative.
11. "Environmental Protection Agency" means the U.S. Environmental Protection Agency.
12. "Grab sample" means an individual sample collected in less than 15 minutes.
13. "Industrial user" means a nondomestic discharger, as identified in 40 CFR 403, introducing pollutants to a publicly owned treatment works.
14. "LEQA" means the Louisiana Environmental Quality Act.

15. "Louisiana Pollutant Discharge Elimination System (LPDES)" means those portions of the Louisiana Environmental Quality Act and the Louisiana Water Control Law and all regulations promulgated under their authority which are deemed equivalent to the National Pollutant Discharge Elimination System (NPDES) under the Clean Water Act in accordance with Section 402 of the Clean Water Act and all applicable federal regulations.
16. "Monthly Average" (also known as Daily Average), other than for fecal coliform bacteria, discharge limitations means the highest allowable average of "daily discharge(s)" over a calendar month, calculated as the sum of all "daily discharge(s)" measured during a calendar month divided by the number of "daily discharge(s)" measured during that month. When the permit establishes monthly average concentration effluent limitations or conditions, the monthly average concentration means the arithmetic average (weighted by flow) of all "daily discharge(s)" of concentration determined during the calendar month where C = daily discharge concentration, F = daily flow and n = number of daily samples; monthly average discharge =

$$\frac{C_1F_1 + C_2F_2 + \dots + C_nF_n}{F_1 + F_2 + \dots + F_n}$$

The monthly average for fecal coliform bacteria is the geometric mean of the values for all effluent samples collected during a calendar month.

17. "National Pollutant Discharge Elimination System" means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 318, 402, and 405 of the Clean Water Act.
18. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
19. "Sewage sludge" means the solids, residues, and precipitates separated from or created in sewage by the unit processes of a publicly owned treatment works. Sewage as used in this definition means any wastes, including wastes from humans, households, commercial establishments, industries, and storm water runoff, that are discharged to or otherwise enter a publicly owned treatment works.
20. "Treatment works" means any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage and industrial wastes of a liquid nature to implement Section 201 of the Clean Water Act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, sewage collection systems, pumping, power and other equipment, and their appurtenances, extension, improvement, remodeling, additions, and alterations thereof.
21. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
22. For fecal coliform bacteria, a sample consists of one effluent grab portion collected during a 24-hour period at peak loads.
23. The term "MGD" shall mean million gallons per day.
24. The term "mg/L" shall mean milligrams per liter or parts per million (ppm).
25. The term "µg/L" shall mean micrograms per liter or parts per billion (ppb).

26. "Weekly average", other than for fecal coliform bacteria, is the highest allowable arithmetic mean of the daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week. The weekly average for fecal coliform bacteria is the geometric mean of the daily discharges over a calendar week.
27. "12-hour composite sample" consists of 12 effluent portions collected no closer together than one hour and composited according to flow. The daily sampling intervals shall include the highest flow periods.
28. "6-hour composite sample" consists of six effluent portions collected no closer together than one hour (with the first portion collected no earlier than 10:00 a.m.) and composited according to flow.
29. "3-hour composite sample" consists of three effluent portions collected no closer together than one hour (with the first portion collected no earlier than 10:00 a.m.) and composited according to flow.
30. Sanitary Wastewater Term(s):
 - a. "24-hour composite sample" consists of a minimum of 12 effluent portions collected at equal time intervals over the 24-hour period and combined proportional to flow or a sample collected at frequent intervals proportional to flow over the 24-hour period.



State of Louisiana
Department of Environmental Quality



M.J. "MIKE" FOSTER, JR.
GOVERNOR

Certified Mail No.: P 531 368 090

Mr. James R. Rider
Vice President
Entergy Louisiana, Inc.
350 Pine Street
Beaumont, TX 77701

JAN 25 1998
J. DALE GIVENS
SECRETARY

JAN 21 1998

THE PRESIDENT PLANT OPERATIONS

Dear Mr. Rider:

RE: Operating permit, Little Gypsy Electric Generating Plant,
Entergy Louisiana, Inc., Norco, St. Charles Parish,
Louisiana

This is to inform you that the permit for the above referenced facility has been approved under LAC 33:III.501. The permit is both a state preconstruction and Part 70 Operating Permit. The submittal was approved on the basis of the emissions reported and the approval in no way guarantees the design scheme presented will be capable of controlling the emissions as to the types and quantities stated. A new application must be submitted if the reported emissions are exceeded after operations begin. The synopsis, data sheets and conditions are attached herewith.

It will be considered a violation of the permit if all proposed control measures and/or equipment are not installed and properly operated and maintained as specified in the application.

Operation of this facility is hereby authorized under the terms and conditions of this permit. This authorization shall expire at midnight on the 13th of January, 2004, unless a timely and complete renewal application has been submitted six months prior to expiration. Terms and conditions of this permit shall remain in effect until such time as the permitting authority takes final action on the application for permit renewal. The permit number cited below should be referenced in future correspondence regarding this facility.

Done this 13th day of January, 1999.

Permit No.: 2520-00009-V0

Very truly yours,

Gustave A. Von Bodungen
Gustave A. Von Bodungen, P.E.
Assistant Secretary

GVB/QMZ

c: Southeast Regional Office
EPA Region VI



recycled paper



AIR PERMIT BRIEFING SHEET
AIR QUALITY DIVISION
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

LITTLE GYPSY ELECTRIC GENERATING PLANT
ENTERGY LOUISISANA, INC.
NORCO, ST. CHARLES PARISH, LOUISIANA

I. BACKGROUND

Little Gypsy Electric Generating Plant is a fossil fueled steam/electric generation facility owned and operated by Entergy Louisiana, Inc. It is located on the east bank of Mississippi River just upstream from Bonnet Carre Spillway.

II. ORIGIN

A permit application and Emission Inventory Questionnaire (EIQ) dated September 6, 1996 were received requesting a Part 70 permit for the referenced facility.

III. DESCRIPTION

The plant consists of three electric generating units. All units burn natural gas and No. 2 fuel oil. There are two No. 2 fuel oil storage tanks on site. Fuel combustion is the primary source of air emissions from the facility.

Estimated emissions in tons per year are as follows:

<u>Pollutant</u>	<u>Emission Rate</u>
PM ₁₀	246.83
SO ₂	11,101.39
NO _x	48,138.13
CO	2,289.86
VOC	85.59

IV. TYPE OF REVIEW

This permit was reviewed for compliance with 40 CFR 70 and the Louisiana Air Quality Regulations. New Source Performance Standards (NSPS), NESHAP, and Prevention of Significant Deterioration do not apply.

This facility is a minor source of toxic air pollutants.

V. PUBLIC NOTICE

A notice requesting public comment on the permit was published in *The Advocate*, Baton Rouge, on November 25, 1998, and in *St. Charles Herald-Guide*, Boutte, on December 2, 1998. The proposed permit was also submitted to US EPA Region VI. No comment was received.

PART 70 SPECIFIC CONDITIONS

**LITTLE GYPSY ELECTRIC GENERATING PLANT
ENTERGY LOUISISIANA, INC.
NORCO, ST. CHARLES PARISH, LOUISIANA**

1. The permittee is authorized to operate in conformity with the specifications submitted to the Louisiana Department of Environmental Quality (LDEQ) and subject to the following emission limitations and other specified conditions. Specifications submitted to LDEQ are contained in the original application. The Permittee shall comply with all applicable federally enforceable requirements listed in the attached tables. Failure to comply with any of the federal applicable requirements or compliance monitoring devices, activities, or methods listed in Tables 1, 2, 3, and 4 will represent a violation of this permit.
2. Effective January 1, 2000, SO₂ emissions from each of the generating units, Units 1, 2 and 3 (Emission Points C1A, C1B, C2A, C2B, and C3), shall not exceed SO₂ allowances that the unit lawfully holds under Title IV of the Act or the regulations promulgated thereunder.

STATE ONLY SPECIFIC CONDITIONS

LITTLE GYPSY ELECTRIC GENERATING PLANT
ENTERGY LOUISISIANA, INC.
NORCO, ST. CHARLES PARISH, LOUISIANA

Failure to comply with the following specific condition or any of the state's applicable requirements listed in Tables 1, 2, 3, and 4 will represent a violation of this permit.

The individual annual usage of No. 2 fuel oil in units 1 and 3, Emission Points C1A, C1B, and C3, shall be limited to no more than 15% of annual fueling capacity. (Natural gas shall be used otherwise.) The fuel usage for above units in each month as well as the last twelve months shall be recorded. These records shall be kept on site and available for inspection by the Air Quality Division. Usage of No. 2 fuel oil above the maximum listed in this specific condition for any twelve consecutive month period shall be a violation of this permit and must be reported to the Air Quality Division, Enforcement Section.

LITTLE GYPSY ELECTRIC GENERATING PLANT
ENERGY LOUISIANA, INC.
NORCO, ST. CHARLES PARISH, LOUISIANA

TABLE 1: APPLICABLE LOUISIANA AND FEDERAL AIR QUALITY REQUIREMENTS

Emission Point/ Identifier	LAC 33:III Chapter								NESHAP 40 CFR 61				HON 40 CFR 63					Acid Rain Program			
	9	11	13	15	21	37	51	56	D	Da	Db	Kb	F	V	BB	QQ	F		G	H	Q
Plant Wide	X				X			X													
C1A, C1B, C2A, C2B, and C3		X	X	X																	X
T1 and T2					O							O									

Key: X-Applicable requirement, O-Exemption criteria met, (Blank)-Does not apply

**LITTLE GYPSY ELECTRIC GENERATING PLANT
ENTERGY LOUISIANA, INC.
NORCO, ST. CHARLES PARISH, LOUISIANA**

TABLE 2: STATE AND FEDERAL AIR QUALITY REQUIREMENTS

Emission Point I.D./ Identifier	Applicable Requirement	Compliance Method/Provision	Note
Plant Wide	General Requirements on Control of Emissions and Emission Standards [LAC 33:III.919]	Submit Annual Emission Inventory by March 31st every year. Prompt reports of emergency occurrences.	
	Housekeeping [LAC 33:III.2113]	Develop and maintain a good housekeeping plan to reduce organic compound emissions.	
	Prevention of Air Pollution Emergency Episodes [LAC 33:III.5609 and 5611]	Have standby plans for the reduction of emissions during periods of Air Pollution Alert, Air Pollution Warning, or Air Pollution Emergency.	
C1A, C1B, C2A, C2B, and C3 (All Boilers)	Control of Emissions of Smoke [LAC 33:III.1101]	Emission of smoke shall be controlled so that the shade is not darker than 20% opacity except a six-minute period in any 60 consecutive minutes.	Source complies by burning natural gas or fuel oil.
	PM Emission Limits [LAC 33:III.1311.C]	The shade or appearance of the emission shall not be denser than 20% average opacity, except one six-minute period in any 60 consecutive minutes.	
	Emissions from Fuel Burning Equipment [LAC 33:III.1313]	Emission of particulate matter to the atmosphere from any fuel burning equipment shall not be in excess of 0.6 pound per MM BTU of heat input.	
	Emission Limitations for SO ₂ [LAC 33:III.1503]	No person shall discharge gases with concentrations of SO ₂ over 2,000 ppm by volume at standard conditions (three-hour average).	
	Recordkeeping and Reporting [LAC 33:III.1513]	Shall record and retain at the site for at least two years the data required to demonstrate compliance with or exemption from these provisions in this chapter.	
	Acid Rain Program [40 CFR 72]	Obtain/comply with Acid Rain Permit under Title IV of CAAA of 1990	
	Acid Rain Continuous Emission monitoring [40 CFR 75]	Monitoring emissions of SO ₂ , NO _x , and CO ₂ ; Monitoring opacity of emissions	
	Excess Emission of SO ₂ [40 CFR 77]	If SO ₂ emissions are exceeded, an offset plan is required.	

LITTLE GYPSY ELECTRIC GENERATING PLANT
ENERGY LOUISIANA, INC.
NORCO, ST. CHARLES PARISH, LOUISIANA

TABLE 2: STATE AND FEDERAL AIR QUALITY REQUIREMENTS

Emission Point I.D./ Identifier	Applicable Requirement	Compliance Method/Provision	Note
T1, T2 (No. 2 Fuel Oil Storage Tanks)	Storage of Volatile Organic Compounds [LAC 33:III.2103]	Exempted - Vapor pressure is less than 1.5 psia.	
	NSPS Subpart Kb-Standards of Performance for Volatile Organic Liquid Storage Vessels for Which Construction, Reconstruction, or Modification Commenced After July 23, 1984 [40 CFR 60.110b to 60.117b]	Exempted-Constructed prior to July 23, 1984. No reconstruction or modification made after July 23, 1984.	

LITTLE GYPSY ELECTRIC GENERATING PLANT
ENERGY LOUISIANA, INC.
NORCO, ST. CHARLES PARISH, LOUISIANA

TABLE 3: COMPLIANCE MONITORING DEVICES, ACTIVITIES, OR METHODS

Emission Point/Identifier	Applicable Compliance Requirement	Monitoring, Reporting & Recordkeeping (MRR) Method/Provisions	Notes
C1A, C1B, C2A, C2B, and C3 (All Boilers)	20% maximum average opacity [LAC 33:III.1101.B and 1311.C]	Daily visual inspection of opacity on operating days.	Burn natural gas or fuel oil.
	Recordkeeping and Reporting [LAC 33:III.1513]	Keep records for at least two years.	
	Continuous Emissions Monitoring [40 CFR 75]	Emissions data must be recorded for every hour that fuel is combusted. Submit quarterly emission reports.	

LITTLE GYPSY ELECTRIC GENERATING PLANT
 ENTERGY LOUISISANA, INC.
 NORCO, ST. CHARLES PARISH, LOUISIANA

TABLE 4: COMPLIANCE TESTING REQUIREMENTS

Emission Point	Applicable Compliance Test Method	Criteria Being Tested	Note
C1A, C1B, C2A, C2B, and C3 (All Boilers)	Method 9, 40 CFR 60, App. A	Opacity	
	Methods given in Table 4, LAC 33:III.1503.D, or approved equivalent method	SO ₂ concentration in stack gas	Test when burning fuel oil

40 CFR PART 70 GENERAL CONDITIONS

- A. The term of this permit shall be five (5) years from date of issuance. An application for a renewal of this 40 CFR Part 70 permit shall be submitted to the administrative authority no later than 180 days prior to the permit expiration date. Should a timely and complete permit application not be submitted prior to the permit expiration date, a facility's right to operate is terminated pursuant to 40 CFR Section 70.7(c)(ii). Operation may continue under the conditions of this permit during the period of the review of the application for renewal. [LAC 33:III.507.E.1, E.3, E.4, reference 40 CFR 70.6(a)(2)]
- B. The conditions of this permit are severable; and if any provision of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby. [Reference 40 CFR 70.6(1)(5)]
- C. Permittee shall comply with all conditions of the 40 CFR Part 70 permit. Any permit noncompliance constitutes a violation of the Clean Air Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. This permit may be modified, revoked, reopened and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or of a notification of planned changes or anticipated noncompliance does not stay any permit condition. [LAC 33:III.507.b.2, reference 40 CFR 70.6(a)(6)(i) & (iii)]
- D. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [Reference 40 CFR 70.6(a)(6)(ii)]
- E. This permit does not convey any property rights of any sort, or an exclusive privilege. [Reference 40 CFR 70.6(a)(6)(iv)]
- F. The permittee shall furnish to the permitting authority, within a reasonable time, any information that the permitting authority may request in writing to determine whether cause exists for modifying, revoking, and reissuing, or terminating the permit or to determine compliance with the permit. Upon request, the permittee shall also furnish to the permitting authority copies of records required to be kept by the permit or, for information claimed to be confidential, the permittee may furnish such records directly to the Administrator along with a claim of confidentiality. A claim of confidentiality does not relieve the permittee of the requirement to provide

40 CFR PART 70 GENERAL CONDITIONS

the information. [LAC 33:III.507.B.2, 517.F, reference 40 CFR 70.6(a)(6)(v)]

- G. Permittee shall pay fees in accordance with LAC 33:III.Chapter 2 and 40 CFR Section 70.6(a)(7). [LAC 33:III.501.C.2, reference 40 CFR 70.6(a)(7)]
- H. Upon presentation of credentials and other documents as may be required by law, the permittee shall allow the permitting authority or authorized representative to perform the following:
1. enter upon the permittee's premises where a 40 CFR Part 70 source is located or emission-related activity is conducted, or where records must be kept under the conditions of the permit [LAC 33:III.507.H.2, reference 40 CFR 70.6(c)(2)(i)];
 2. have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit [LAC 33:III.507.H.2, reference 40 CFR 70.6(c)(2)(ii)];
 3. inspect at reasonable times any facilities, equipment (including monitoring and air pollution control equipment), practices, or operations regulated or required under the permit [LAC 33:III.507.H.2, reference 40 CFR 70.6(c)(2)(iii)]; and
 4. as authorized by the Clean Air Act, sample or monitor at reasonable times substances or parameters for the purpose of assuring compliance with the permit or applicable requirements. [LAC 33:III.507.H.2, reference 40 CFR 70.6(c)(2)(iv)]
- I. All required monitoring data and supporting information shall be kept available for inspection at the facility or alternate location approved by the agency for a period of at least five (5) years from the date of the monitoring sample, measurement, report, or application. Supporting information includes calibration and maintenance records and all original strip-chart recordings for continuous monitoring instrumentation, and all reports required by the permit. [Reference 40 CFR 70.6(a)(3)(ii)(B)]
- J. Records of required monitoring shall include the following:
1. the date, place as defined in the permit, and time of sampling or measurements;
 2. the date(s) analyses were performed;
 3. the company or entity that performed the analyses;
 4. the analytical techniques or methods used;

40 CFR PART 70 GENERAL CONDITIONS

5. the results of such analyses; and
 6. the operating conditions as existing at the time of sampling or measurement.
[Reference 40 CFR 70.6(a)(3)(ii)(A)]
- K. Permittee shall submit at least semiannually, reports of any required monitoring, clearly identifying all instances of deviations from permit requirements, certified by a responsible company official. For previously reported deviations, the semiannual report should reference the communication(s)/correspondence(s) constituting the prior report. The semiannual reports shall be submitted to the Air Quality Division by March 31 for the preceding period encompassing July through December and September 30 for the preceding period encompassing January through June. [LAC 33:III.507.H.1, reference 40 CFR 70.6(a)(3)(iii)(A)]
- L. The permittee shall submit at least semiannual reports on the status of compliance pursuant to 40 CFR Section 70.5 (c) (8) and a progress report on any applicable schedule of compliance pursuant to 40 CFR Section 70.6 (c) (4). [LAC 33:III.507.H.1, reference 40 CFR 70.6(c)(4)]
- M. Compliance certifications per LAC 33:III.507.H.5 shall be submitted to the Administrator as well as the permitting authority. The compliance certifications shall be submitted to the Air Quality Division by March 31 for the preceding calendar year. [LAC 33:III.507.H.5, reference 40 CFR 70.6(c)(5)(iv)]
- N. Permittee shall notify the permitting authority within 2 working days of the time when emission limitations were exceeded due to the occurrence of an upset. In the event of an upset, as defined under LAC 33:III.507.J, which results in excess emissions, the permittee shall demonstrate through properly signed, contemporaneous operating logs, or other relevant evidence that: 1) an emergency occurred and the cause was identified; 2) the permitted facility was being operated properly at the time; and 3) during the emergency the permittee took all reasonable steps to minimize levels of emissions that exceeded the emission standard or requirement of the permit. [LAC 33:III.507.J.2, reference 40 CFR 70.6(g)(3)(iv) & (i-iii)]
- O. Permittee shall maintain emissions at a level less than or equal to that provided for under the allowances that the 40 CFR Part 70 source lawfully holds under Title IV of the Clean Air Act or the regulations promulgated thereunder. No permit revision shall be required for increases in emissions that are authorized by allowances acquired pursuant to the acid rain program, provided that such increases do not require a permit

40 CFR PART 70 GENERAL CONDITIONS

revision under any other applicable requirement. No limit shall be placed on the number of allowances held by the source. The source may not, however, use allowances as a defense to noncompliance with any other applicable requirement. Any such allowance shall be accounted for according to the procedures established in regulations promulgated under Title IV of the Clean Air Act. [Reference 40 CFR 70.6(a)(4)]

- P. Any permit issued pursuant to 40 CFR Part 70 may be subject to reopening prior to the expiration of the permit for any of the conditions specified in 40 CFR Section 70.6 (f) or LAC 33:III.529. [LAC 33:III.529.A-B, reference 40 CFR 70.6(f)]
- Q. Permittee may request an administrative amendment to the permit to incorporate test results from compliance testing if the following criteria are met:
1. the changes are a result of tests performed upon start-up of newly constructed, installed, or modified equipment or operations;
 2. increases in permitted emissions will not exceed five tons per year for any regulated pollutant;
 3. increases in permitted emissions of Louisiana toxic air pollutants or of federal hazardous air pollutants would not constitute a modification under LAC 33:III. Chapter 51 or under Section 112 (g) of the Clean Air Act;
 4. changes in emissions would not require new source review for prevention of significant deterioration or nonattainment and would not trigger the applicability of any federally applicable requirement;
 5. changes in emissions would not qualify as a significant modification; and
 6. the request is submitted no later than 12 months after commencing operation. [LAC 33:III.523.A, reference 40 CFR 70.7(d)]
- R. Permittee shall notify the permitting authority within five (5) working days of the time when there is a deviation from permit requirements. [Reference 40 CFR 70.6(a)(3)(iii)(B)]
- S. Permittee shall continue to comply with applicable requirements on a timely basis, and will meet on a timely basis applicable requirements that become effective during the permit term. [Reference 40 CFR 70.6(c)(8)(iii)]

40 CFR PART 70 GENERAL CONDITIONS

- T. The permittee shall comply with the standards for recycling and emissions reduction pursuant to 40 CFR Part 82, Subpart F, except as provided for Motor Vehicle Air Conditioners (MVACs) in Subpart B:
1. Persons opening appliances for maintenance, service, repair, or disposal must comply with the required practices pursuant to § 82.156;
 2. Equipment used during the maintenance, service, repair, or disposal of appliances must comply with the standards for recycling and recovery equipment pursuant to § 82.158;
 3. Persons performing maintenance, service, repair, or disposal of appliances must be certified by an approved technician certification program pursuant to § 82.161;
 4. Persons disposing of small appliances, MVACs, and MVAC-like appliances must comply with recordkeeping requirements pursuant to § 82.166. ("MVAC-like appliance" as defined at § 82.152);
 5. Persons owning commercial or industrial process refrigeration equipment must comply with the leak repair requirements pursuant to § 82.156; and
 6. Owners/operators of appliances normally containing 50 or more pounds of refrigerant must keep records of refrigerant purchased and added to such appliances pursuant to § 82.166;

[Reference 40 CFR 82, Subpart F]

- U. If the permittee performs a service on motor (fleet) vehicles when this service involves ozone-depleting substance refrigerant (or regulated substitute substance) in the motor vehicle air conditioner (MVAC), the permittee is subject to all the applicable requirements as specified in 40 CFR Part 82, Subpart B, Servicing of Motor Vehicle Air Conditioners.

The term "motor vehicle" as used in Subpart B does not include a vehicle in which final assembly of the vehicle has not been completed. The term "MVAC" as used in Subpart B does not include the air-tight sealed refrigeration system used as refrigerated cargo, or system used on passenger buses using HCFC-22 refrigerant. [Reference 40 CFR 82, Subpart B]

40 CFR PART 70 GENERAL CONDITIONS

V. Permittee shall comply with the requirements under the Clean-Fuel Fleet Program (CFFP) in LAC 33:III.Chapter 19, Subchapter B for reduction of exhaust emissions from motor vehicles:

1. Persons subject to this program shall comply with the clean-fuel vehicle (CFV) purchase requirements of LAC 33:III.1951.B;
2. Covered fleets shall register with the administrative authority not later than September 1, 1997 or within 90 days of attaining covered fleet status;
3. CFVs must meet the applicable vehicle emission standards for their respective vehicle classes and categories;
4. Operators of covered fleets that are registered in the covered area and eligible non-covered fleets upon registering with the department may participate in the credits program which allow purchase credits to be earned, banked, traded or sold within the Baton Rouge non-attainment area in order to satisfy the CFFP purchase requirements in accordance with LAC 33:III.1961;
5. Accurate records must be maintained to verify compliance with the CFFP for the current year plus the previous two years pursuant to LAC 33:III.1965.A and E;
6. All records shall be maintained at a location in accordance with LAC 33:III.1965.F; and
7. An annual report for Light-duty vehicles (LDVs) and Heavy-duty vehicles (HDVs) shall be submitted to the administrative authority by October 1 to cover the previous model year's activities in accordance with LAC 33:III.1965.B-D.

[Reference LAC 33:III.Chapter 19.Subchapter B]

LOUISIANA AIR EMISSION PERMIT
GENERAL CONDITIONS

- I. This permit is issued on the basis of the emissions reported in the application for approval of emissions and in no way guarantees that the design scheme presented will be capable of controlling the emissions to the type and quantities stated. Failure to install, properly operate and/or maintain all proposed control measures and/or equipment as specified in the application and supplemental information shall be considered a violation of the permit and LAC 33:III.501. If the emissions are determined to be greater than those allowed by the permit (e.g. during the shakedown period for new or modified equipment) or if proposed control measures and/or equipment are not installed or do not perform according to design efficiency, an application to modify the permit must be submitted. All terms and conditions of this permit shall remain in effect unless and until revised by the permitting authority.
- II. The permittee is subject to all applicable provisions of the Louisiana Air Quality Regulations. Violation of the terms and conditions of the permit constitutes a violation of these regulations.
- III. The attached Annual Emission Rates listing and/or Emission Inventory Questionnaire sheets establish the emission limitations and are a part of the permit. Any operating limitations are noted in the Specific Conditions or, where included, Tables 2 and 3 of the Permit. The synopsis is based on the application and Emission Inventory Questionnaire dated September 6, 1996.
- IV. This permit shall become invalid, for the sources not constructed, if:
- A. Construction is not commenced, or binding agreements or contractual obligations to undertake a program of construction of the project are not entered into, within two (2) years (18 months for PSD permits) after issuance of this permit, or;
 - B. If construction is discontinued for a period of two (2) years (18 months for PSD permits) or more.

The administrative authority may extend this time period upon a satisfactory showing that an extension is justified.

This provision does not apply to the time period between construction of the approved phases of a phased construction project. However, each phase must commence construction within two (2) years (18 months for PSD permits) of its projected and approved commencement date.

LOUISIANA AIR EMISSION PERMIT
GENERAL CONDITIONS

- V. The permittee shall submit semiannual reports of progress outlining the status of construction, noting any design changes, modifications or alterations in the construction schedule which have or may have an effect on the emission rates or ambient air quality levels. These reports shall continue to be submitted until such time as construction is certified as being complete. Furthermore, for any significant change in the design, prior approval shall be obtained from the Louisiana Air Quality Division.
- VI. The permittee shall notify the Department of Environmental Quality, Air Quality Division within ten (10) calendar days from the date that construction is certified as complete and the estimated date of start-up of operation. The appropriate Regional Office shall also be so notified within the same time frame.
- VII. Any emissions testing performed for purposes of demonstrating compliance with the limitations set forth in paragraph III shall be conducted in accordance with the methods described in the Specific Conditions and, where included, Tables 1, 2, 3, and 4 of this permit. Any deviation from or modification of the methods used for testing shall have prior approval from the Louisiana Air Quality Division.
- VIII. The emission testing described in paragraph VII above, or established in the specific conditions of this permit, shall be conducted within sixty (60) days after achieving normal production rate or after the end of the shakedown period, but in no event later than 180 days after initial start-up (or restart-up after modification). The Air Quality Division Engineering Section shall be notified at least (30) days prior to testing and shall be given the opportunity to conduct a pretest meeting and observe the emission testing. The test results shall be submitted to the Air Quality Division within sixty (60) days after the complete testing. As required by LAC 33:III.913, the permittee shall provide necessary sampling ports in stacks or ducts and such other safe and proper sampling and testing facilities for proper determination of the emission limits.
- IX. The permittee shall, within 180 days after start-up and shakedown of each project or unit, report to the Louisiana Air Quality Division any significant difference in operating emission rates as compared to those limitations specified in paragraph III. This report shall also include, but not be limited to, malfunctions and upsets. A permit modification shall be submitted, if necessary, as required in Condition I.